

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

JESSICA HODGES, et al.	)	
	)	
Plaintiffs,	)	
	)	Case Number: 4:22-cv-00067-WTM-CLR
vs.	)	
	)	
CHATHAM COUNTY, GEORGIA, et al.	)	
	)	
Defendants.	)	

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EXHIBIT 3

**REQUEST FOR PROPOSAL**  
**FOR**  
**INMATE HEALTHCARE SERVICES**  
**FOR THE CHATHAM COUNTY DETENTION CENTER**  
**RFP NO.17-0109-1**

**“MANDATORY” PRE-PROPOSAL CONFERENCE:MARCH 13, 2018 AT 2:00 P.M.**  
**SHERIFF COMPLEX, 1050 CARL GRIFFIN DRIVE, SAVANNAH GEORGIA**

**PROPOSAL RECEIPT BY: MARCH 27, 2018 AT 5:00 PM**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES “JAY” JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER CHESTER A. ELLIS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

  X   GENERAL INFORMATION

  X   PROPOSAL

  X   PROPOSAL BOND (5% of Year One Cost)

  X   LEGAL NOTICE

  X   ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION FORM; H. LOBBYING

**COUNTY TAX CERTIFICATE REQUIREMENT:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER  
CITY \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OTHER \_\_\_\_\_

**RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS** \_\_\_\_\_

The undersigned proposer certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

**BY:** \_\_\_\_\_

**SIGNATURE:**

**DATE:** \_\_\_\_\_

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or woman ownership. Please check ownership status as applicable:

African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Native American or Alaskan Indian \_\_\_\_\_ Woman \_\_\_\_\_

**For additional information concerning Chatham County's M/WBE Program, please call (912) 652-7860.**

**CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AND CONTRACTING  
1117 EISENHOWER DRIVE, SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1626**

**DATE: February 23, 2018**

**RFP No. 17-0109-1**

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406** up to **5:00 P.M., on March 27, 2018, (LOCAL TIME)**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink.

**A "MANDATORY" Pre-Proposal Conference** has been scheduled for **March 13, 2018 at 2:00 P.M.**, and will be conducted in the 2<sup>nd</sup> Floor Green Room of the Administrative Courthouse located at 124 Bull Street, Savannah, Georgia 31401 to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Representatives from Chatham County will be in attendance. Any firm not represented at the Pre-Proposal conference will not be permitted to submit a proposal.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes. Generally when addenda are required, the proposal opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

All firms requesting to do business with Chatham County must register on-line at <http://purchasing.chathamcounty.org>. Registered vendors will receive notification of addenda. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information please contact Purchasing and Contracting at 912-790-1620.

## SECTION I INSTRUCTIONS TO PROPOSERS

- 1.0 **TECHNICAL SPECIFICATIONS:** Attached herein is a complete list of technical specifications that will be specifically incorporated into the contract upon award. Such specification are generally based upon accreditation standards. See Attachment A.
- 1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.
- 1.2 **INFORMATION OR CLARIFICATION:** For information concerning this solicitation, contact Peggy Joyner, Purchasing Director at (912) 790-1626. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or proposal procedures will be only transmitted by written addendum. It is the proposers' responsibility to check the website to determine if any addenda (s) have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, GA 31406, Attn: Peggy Joyner. Questions should be emailed to [pjoyner@chathamcounty.org](mailto:pjoyner@chathamcounty.org). Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. If no cut-off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline of receipt of proposals. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this solicitation.

- 1.3 **ELIGIBILITY:** To be eligible for a resulting contract (s) in responding to this solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services.
- 1.4 **HOW TO PREPARE PROPOSALS: All proposals shall be:**
- A. Prepared on the forms enclosed unless otherwise prescribed, and **all documents must be submitted.**
  - B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided.

**1.5 HOW TO SUBMIT PROPOSALS: All proposals shall be:**

- A.** Submitted in a sealed opaque enveloped, plainly marked **Annual Contract for Inmate Healthcare Services RFP 17-0109-1, with date and time of proposal opening, and company name.**
- B.** Mailed or hand delivered as follows in a sufficient time to ensure receipt by the Purchasing Director on or before time and date specified above.  
  
Chatham County Purchasing and Contracting  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406
- C. Each proposal must be submitted in one (1) original and eight (8) copies to:**  
Chatham County Purchasing and Contracting  
Attn: Peggy Joyner, Purchasing Director  
1117 Eisenhower Drive, Suite C, Savannah, GA 31406
- D. An electronic proposal shall also be submitted either on CD or a flash drive.**

**1.6 HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- A.** When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- B.** The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

**1.7 FORMAT FOR RESPONSES:** To be considered, contractors must submit a complete response to the Request for Proposal. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include all content in the requested order listed in Section III with signatures and required attachments.

**1.8 ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.

**1.9 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT**

**AWARD:** The County with consent of the Sheriff reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.

**1.10 DEFINITION OF TERMS:**

**PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County. The term "offeror" shall also have the same meaning.

**CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. The term "Provider" shall have the same meaning as "Contractor" in that the "Provider" will have a contract with Chatham County to provide the required services.

**FACILITY, JAIL, DETENTION CENTER:** As used throughout this document, the term facility, jail or detention center shall include all correctional system irrespective of size or governing authority (state, federal or county).

**1.11 COMPLIANCE WITH LAWS:** The Provider shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

**1.12 LOCAL PREFERENCE:** The Provider agrees to follow the local preference guidelines as specified in the contract documents, which state "The PROVIDER hereby agrees, as part of the consideration to Chatham County for making this Contract, that the PROVIDER in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The PROVIDER will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."

## SECTION II GENERAL CONDITIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least seven (7) days preceding the date for submission of proposals.
- 2.3 **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq., unless otherwise provided by law.
- 2.4 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Proposer submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 **CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
- 2.6 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County with consent of the Sheriff may, at any time, secure similar or identical services at its sole option.
- 2.7 **OFFERS TO BE FIRM:** The proposer **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of one hundred twenty (120) days from proposal submitted, unless otherwise stated in the proposal in order to provide the Evaluation Team time to review all proposals.
- 2.8 **COMPLETENESS:** All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses or respondents.



- 2.9 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

**\*\* All proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.**

Proposer acknowledged that in performing contract for the Board, proposer shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, Proposer shall sever its relationship with that firm with respect to this contract.

- 2.10 MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contract.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator please call Connell Heyward at 912-652-7860.

- 2.11 LOBBYING ACTIVITIES:** During the request for proposal process and subsequent evaluation and award process, proposers shall have no discussions with Board members, other elected officials representing any, county management staff and employees. Proposers are required to sign the lobbying affidavit included in the RFP package. All contact must be through the Purchasing & Contracting Office. The primary Purchasing contact is Peggy Joyner.

- 2.12 LIABILITY PROVISIONS:** Where proposers are required to enter or go onto Chatham County property to measurements or gather other information in order to prepare the proposal as requested by the County, the proposer shall be liable for any injury, damage or loss occasioned by negligence of the proposer, his agent, or any person the proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with Chatham County.
- 2.13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this offer, the offer certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other competitor; and;
  3. No attempt made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.
- 2.14 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to the responsible proposer whose proposal will be most advantageous to Chatham County and the Sheriff's Office, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.15 TERM OF CONTRACT:** The contract, if awarded, will be for a term of one (1) year with the option to renew for four (4) additional one (1) year terms upon mutual agreement of the County and the Contractor. As an option to the County, with Board approval, this contract may be, upon negotiation, extended for two (2) additional one (1) year terms.
- 2.16 VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, prior to the contract anniversary date. Should the vendor performance be unsatisfactory, the appointed County Project Manager and the Sheriff's Office for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to be sent to the Purchasing Director. For this proposal, disclosure of all contracts with all vendors or subcontractors is mandatory.

- 2.17 PROCUREMENT PROTESTS:** Objections and protest to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution.
- 2.18 QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER):** A responsible bidder or proposer is defined as one who meets, or by the date of the proposal acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being non-responsive or not responsible whenever such bidder/proposer cannot document the ability to deliver the requested product.
- 2.19 COUNTY TAX CERTIFICATE REQUIREMENT:** A current Chatham County or municipal tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County tax certificate prior to submitting a proposal. However, a tax certificate must be obtained by the successful vendor prior to the award of contract. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information.
- 2.20 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1618 or (912) 790-1627 fax.
- 2.21 INSURANCE PROVISIONS:** The selected PROVIDER shall be required to procure and maintain for the duration of the contract insurance as outlined herein. The cost of such insurance shall be included in the Provider's fee proposal.

**2.21.1 General Information that shall appear on a Certificate of Insurance:**

- I. Name of Producer (Provider's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and address of the Insured.
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This shall be both Chatham County and the Sheriff of Chatham County, jointly).
- VII. A certification that the policy held is for the benefit of any potential claims pursuant to this contract and this contract alone. This certification shall state that no other facility is covered under this Certificate.

**2.21.2 The Provider shall furnish at its own expense and will maintain in full force and effect at all times during the term of this agreement the following insurance as outlined herein and in 2.21.1:**

- A. **General Liability** Insurance with a \$4 million dollar aggregate coverage
- B. **Medical Malpractice** Insurance with coverage of \$1 million dollars per occurrence and a \$4 million dollar aggregate coverage.
- C. **Worker's Compensation** Insurance as provided or required by the State of Georgia provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$ 500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

**2.21.3 SPECIAL REQUIREMENTS:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- C. **Cancellation/Non-Renewal Notification:** Each insurance policy that supplies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County. A lapse in coverage shall constitute grounds for contract termination by Chatham County Board of Commissioners.
- D. **Insurer Acceptability:** insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- E. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such

deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

- 2.22 INDEMNIFICATION:** The Provider agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, Sheriff, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Provider or its subcontractors. The Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, and its Sheriff, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the PROVIDER or his subcontractors or anyone directly or indirectly employed by any of them. The PROVIDER'S obligation to indemnify Chatham County and its Sheriff under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the PROVIDER.
- 2.23 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.24 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.25 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written documents necessary to properly access the electronic medical record at the jail have been executed and approved.
- 2.26 PAYMENT TO PROVIDERS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to the Chatham County Finance Department, at (912) 652-7900.
- B. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay state sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

**2.27 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract term of one (1) year and then for any extended period specified in the RFP. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry and are documented and verifiable. Under no circumstance shall the increase to the contract price increase by greater than 3 percent without a vote of the Board of Commissioners.

Any requested adjustment shall be fully documented and submitted to the County by Provider at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if increases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Provider will fulfill the contract at a negotiated rate, specifically at the rate Proposer included in the RFP response, until such time as a new Contract is awarded.

**2.28 VENDOR DEFAULT:** Chatham County and the Sheriff together reserve the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because a request for price increase has been denied, Chatham County reserves the right to debar the vendor from future County contracts. Such denial is in the sole discretion of the County Manager.

**2.29 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Purchasing Department not less than one (1) week prior to the time set for proposal opening.



- 2.30 MERGERS:** If a selected firm is sold or merged with another organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.
- 2.31 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>, to find the E-Verify information.
- O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this proposal package but is only required of the successful proposer.
- 2.32 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Such disputes that result in disbarment from the proposal process are the in the sole discretion of the County Manager.
- 2.33 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 2.34 SELECTION PROCESS:** Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent. Further evaluation may include interviews with any or all proposers at the County's discretion.
- 2.35** All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest to include a complete list of subcontractors and local vendors.

2.36 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.

2.37 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document. Any negotiations which may occur shall be at the sole discretion of the County. The County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.

Proposal response and this request for proposal will become part of the contract in its entirety.

2.38 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County or the Sheriff's Office. Subcontractors shall also not have any outstanding claims, or a financial dispute relating to prior contract performance with Chatham County. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use local Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

2.39 **CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made and the Board must approve such changes by a majority vote.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

2.40 **TERMINATION OF CONTRACT:** Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 120 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement



with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

Upon notice to terminate the contract for any reason, Provider shall either agree to a six month reconciliation period after the date of termination. Further, County will retain 10 percent of the remaining contract payments to pay any outstanding claims unless sufficient assurances of payment are made in the sole discretion of the County Manager.

**2.41 ASSIGNMENT:** The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.

**2.42 PAYMENT AND PERFORMANCE BONDS:** Proposers shall submit a bid bond in the amount of 5% of the first year contract cost. A performance bond in the amount of 25 % of the first year contract amount shall be provided within fourteen (14) working days after notice of award. If proposer is subcontracting any portion of the work, a 100% payment bond must be provided. Provided however, if any Proposer is a publically traded corporation subject to Securities Exchange Act then such performance and pay bonds shall not be required. Bonds must renew for the entire term of the contract.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

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PHONE NO.

### SECTION III SPECIFIC CONDITIONS

**3.1 DESCRIPTION AND OBJECTIVES:** Chatham County is seeking proposals from firms qualified and interested in providing Professional Healthcare Services for the Inmates of the Chatham County Detention Center. The scope of services is listed in Attachment A.

**3.2 METHODOLOGY:** The procurement described herein is being conducted as a two-step process.

**STEP ONE: ACCEPTANCE AND EVALUATION OF PROPOSALS:** All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be rejected without further consideration. A “shortlist” of qualified firms may be developed at the County’s sole discretion.

The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected to provide the service. The selection will be made of that firm which provided the best proposal. “Best” is defined as the most appropriate combination of qualitative factors and fee proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide Inmate Health Services.

Proposals will be evaluated on the basis of the following criteria. These factors must be addressed in the following format labeled as Tab A – J as identified herein. Tab K will consist of required forms. A shortlisted group of proposers may be interviewed and requested to submit a presentation. Interviews will be at the County’s discretion.

#### **3.2.1 EVALUATION OF PROPOSALS**

##### **1. CRITERIA**

In the evaluation of proposals, Chatham County will utilize the Evaluation Rating Criteria to ascertain the costs and benefits of all aspects of the proposal. We encourage each vendor to be as comprehensive and thorough as possible when responding to this proposal. The NCHCC standards must be considered the minimum standard of care and shall be addressed as required in submitting your response.

## 2. **SCORING**

Submissions shall be rated on a scale of 0-100 unless interviews are conducted wherein an additional 30 points may be awarded for those Providers interviewed.

Proposals shall be scored as follows:

A. Prior lawsuits, litigation history and financial strength of the Proposer	20
B. Methodology for mental health assessment, experience in large facilities, accreditation experience, scope of services, response with emphasis on tracking sick call and suicide prevention	40
C. Cost Proposal, Staffing Matrix, Recruitment and Retention, Performance Guarantees to Include Financial penalties for Non-Performance	20
D. EMR/GRACHiE experience	5
E. Local and MWBE participation	15

### 3.2.2 **FORMAT FOR PROPOSALS**

#### **TAB A: PRIOR LAWSUITS AND LITIGATION**

(1) List all lawsuits, ante litem notices or other litigation matters, pending or resolved, whether dismissed or founded, that have been brought against proposer.

(2) List all mortality reviews conducted by Proposer in the last 5 years. List the date, circumstances and conclusions drawn by any mortality reviews for any suicide in any facility where Provider was administering mental health care at the time of the suicide.

(3) List any disputes over contract pricing Proposer has had with any governmental agency pursuant to an awarded contract to provide inmate health care.

(4) Litigation History

- a. Does the proposal include a list of claims made and results of litigation?
- b. Has the Contractor been found liable for any correctional health care claims in excess of \$25,000?
- c. Is the Contractor currently involved in any litigation?
- d. Has the Contractor been subjected to liquidated damages or penalties for contract non-compliances in other correctional health care contracts?

- e. Has the Contractor been found to have committed any constitutional violations in the last 5 years either by agreement or judgment?

**TAB B: MENTAL HEALTH ASSESSMENT**

Please describe the methodology for providing mental health assessments within the Receiving and Discharge area of the jail, what local partners would be necessary and other work flow designs that would allow for treatment of those suffering from mental illness and they enter and leave the facility.

**TAB C: EXPERIENCE**

List all facilities, detention centers or jails in which Provider holds a contract to provide inmate health care services. For each facility, list whether mental health services are also provided, any area of medicine specifically exempted from the contract, whether such facility has either MAG or NCCHS accreditation. Should Provider hold other such accreditations in any facility that it wishes the County to consider as proof of quality of services rendered, then list those facilities and accrediting agencies. For each facility, list the average daily population.

Contractor Experience/Track Record. Please provide detail on the following:

- a. Experience providing health care in correctional facilities with 1500 or more inmates
- b. Experience providing health care in a jail environment
- c. Correctional health care experience of key corporate personnel in direct chain of command for this contract
- d. Proximity of Contractor to Chatham County
- e. Years in business
- f. References

**TAB D: SCOPE OF SERVICES**

Address each section of the general requirements and scope of services in Attachment A acknowledging agreement to comply with the requirements. Provide detail on how your firm will comply with the provisions.

Describe any systems used in other facility that track sick calls, how those are monitored and any successful reimbursement co-pay programs that would be in compliance with Georgia law. If any such program exist in other facilities, describe how it as effected sick call and overall inmate care of contract cost.

Provide detail on your firm's ability and methodology to prevent suicides.

Provide a schedule for assuming operations of health care at the CCDC. The current contract has been extended through June 30, 2018.

Describe the specialty services you will provide on-site.

Describe any use innovative technology and techniques you will use in the provision of health care?

## **TAB E: STAFFING MATRIX, RECRUITMENT AND RETENTION**

### **Qualifications/Experience of Key Site Personnel**

- a. Correctional health care experience of proposed Health Services Administrator
- b. Correctional health care experience of proposed Director of Nursing
- c. Correctional health care experience of proposed Chief Medical Officer
- d. Health care experience of proposed mid-level providers (e.g., nurse practitioners, physician assistants)
- e. Recruitment plans, positions or other support staff that ensure Key Site Personnel are available for employment.
- f. Methodology for recruitment and retention
- g. Please outline the qualifications of Key Site Personnel including recruitment positions as outlined above.

### **Staffing Matrix**

- a. Is there a management plan evidencing single source management responsibility for all health care services, including medical, mental health and dental care?
- b. Does the proposed staffing plan accommodate necessary coverage requirements and relief needs (e.g., to cover days off, sick calls, vacations, holidays, etc.)?
- c. Is the proposed staffing plan appropriate for the provision of necessary services as required in the competitive contract and as proposed?
- d. Does the staffing plan propose the use of mid-level practitioners for provider sick call and physical examinations?
- e. Please outline the staffing plan anticipated to include the number of FTEs and specific duties. Should staffing plan anticipate any off-site medical staff being used within Chatham County through electronic method, please specifically state how that methodology and staffing would operate.

## **TAB F: FINANCIAL STRENGTH OF CONTRACTOR**

- a. Outline the corporate structure of Proposer and the financial strength of each component that derives any benefit from this award.
- b. Does the Contractor have sufficient financial resources to meet its obligations according to the proposal?

**TAB G: COST PROPOSAL PER INSTUCTIONS IN SECTION IV**

**TAB H: EMR/GRACHIE EXPERIENCE**

Confirm that your firm will utilize the existing EMR and GRACHIE.

Describe previous experience with electronic health records:

- Integrating EHR with workflows or modifying workflows to take advantage of electronic health data
- Developing policy and procedures that include requirements for the use of the EHR.
- Maintaining a continuous record of all health care delivered
- Running reports to track the delivery of required procedures
- Developing special needs and chronic needs treatment plans
- Reviewing health records as a component of a CQI process
- Ordering prescription medications within an EHR
- Capturing all necessary consents electronically
- Maintaining, developing, and monitoring interfaces between external health systems (i.e., pharmacy, emars, and sick call systems)
- Maintaining, developing, and monitoring interfaces with public safety systems that impact health care (i.e. jail management system and monitoring systems with health care implications)
- Developing continuous training sessions on EHR for existing and new staff
- Continued use of existing EHR: Fusion-Centricity
- Continued use of GRACHIE both querying and uploading health data

**TAB I: PERFORMANCE GUARANTEES TO INCLUDE FINANCIAL PENALTIES FOR NON-PERFORMANCE**

Proposer shall propose up to 3 performance guarantees. One of the performance guarantees must include use of the biometric system to monitor staffing. The proposer shall provide detail on the performance guarantee, the penalty for non-performance and how the performance will be measured.

**TAB J: LOCAL AND MINORITY AND WOMAN OWNED PARTICIPATION**

Provide your firm's commitment to the utilization of minority and woman owned businesses. Provide your firm's commitment to utilization of local businesses. Provide a narrative describing your firm's success in providing opportunity for local, minority and woman owned businesses in existing and prior contracts.

**TAB K: REQUIRED FORMS: FORMS A THROUGH H AND PROPOSAL BOND**

- 3.3 STEP TWO - INTERVIEWS/PRESENTATIONS:** The evaluation committee may decide to conduct interviews with the “short-listed” firms. It is the sole responsibility of the evaluation committee to determine if interviews will be required. If interviews are conducted, each of the “short-listed” firms will be scheduled for an interview. The interviews will be scored and up to 30 points may be added to the total score.
- 3.4 A MANDATORY PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted on **March 13, 2018 at 2:00 pm at the Sheriff’s Complex, 1050 Carl Griffin Drive, Savannah Georgia** to discuss specification and/or any misunderstandings that may arise. Representatives of Chatham County and the Sheriff Office will be in attendance. Any firm not represented at this mandatory pre-proposal conference will not be allowed to submit a proposal.
- 3.5 PROPOSAL DEADLINE:** The response to the Request for Proposals must be received by the Chatham County Purchasing Division no later than **March 27, 2018 at 5:00P.M.** Any proposal received after the time stipulated may be rejected. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.
- The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.
- 3.6 WITHDRAWAL OF PROPOSAL:** Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received prior to the deadline for proposals.
- 3.7 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.



## **Attachment A**

### **TECHNICAL SPECIFICATIONS**

#### **A. BASIC GOALS**

The basic goals of this Health Care contract are:

- To provide timely and appropriate twenty-four-hour health care to the inmate population.
- To maintain MAG Accreditation and obtain National Commission on Correctional Health Care Accreditation.
- To offer a health and medical services program that minimizes legal liability.
- To provide a cost-effective program and to minimize other health care related costs such as off-site transportation and security.
- Build a bridge between the CCDC health care delivery system and the community based health care system to create a true continuum of care system for patients migrating from CCDC back to their respective communities.

#### **B. BACKGROUND INFORMATION**

The Chatham County Sheriff is constitutionally responsible for providing comprehensive health care services to individuals in the custody of the Chatham County Sheriff's Department. The Chatham County Detention Center is a maximum, medium and minimum custody County Correctional facility located at 1050 Carl Griffin Drive, Savannah, Georgia. The facility is under the direction of Sheriff John Wilcher. The facility houses both sentenced and pre-sentenced individuals of both genders. CCDC houses a small portion of US Marshal and Immigrations Customs Enforcement inmates as well as inmates on detainer awaiting transfer to another institution. The average daily in-house inmate population level for Calendar Year 2016 was between 1800 to 1900 inmates. These individuals are either County or State inmates who potentially require comprehensive health services during their incarceration. It should be noted that the inmate population at the CCDC may fluctuate widely based upon arrest volumes, local police department's anti-crime initiatives, general changes in state law and other relevant factors.

The County recognizes that nearly all of the inmates in its custody will at some point return to the community. It is essential that health services be available to those inmates whose health status may interfere with their ability to function appropriately and productively in the community. The County is seeking proposers who are committed to working with other community-based health providers and stakeholders to ensure continuity of care before, during and after an individual's period of incarceration.

#### **C. GENERAL REQUIREMENTS**

The successful Contractor must be able to demonstrate experience in meeting the following general requirements:

1. Provide clinically necessary medical, mental health and dental services to all inmates, principally onsite, as effectively and efficiently as possible. A preference is given to the Provider than utilizes on site services as much as medically capable.
2. Contractor shall maintain Medical Association of Georgia (MAG) accreditation and obtain National Commission on Correctional Health Care at the CCDC (at no expense to the County) and maintain such accreditation for the remaining duration of the contract and without any lapse.
3. Provider shall deliver all health care services in compliance with current (2014) National Commission on Correctional Health Care, Jail Health Standards. At such time as these standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to ensure that CCDC facilities remain in compliance and retain accreditation. Unless specifically told otherwise, in writing, the Contractor will be expected to operate in conformance with current NCCHC standards whether or not these have been specified in the RFP. However, if requirements listed in the RFP conflict with NCCHC standards, the more stringent of the two standards will be applicable.
4. The Provider shall comply with all policies and procedures issued by the Chatham County Sheriff. Provider will cooperate fully with all cross training necessary for Sheriff and Provider safety and compliance.
5. Establish and carry out a written health care plan with clear objectives, policies & procedures, and on-going audits consistent with the applicable standards to provide a physical and behavioral health services program that minimizes or eliminates legal action. The County must be provided a copy of this written health care plan.
6. Contractor will provide qualified health professionals sufficient in number, location, and skill mix to meet all clinical requirements outlined in Attachment A of this RFP. These health professionals must be qualified consistent with National Commission on Correctional Health Care standards and applicable state laws governing licensure, credentialing and scope of practice requirements.
7. Maintain complete and accurate records of all medical, dental, mental health care, pharmacy and substance abuse services using the County's EMR and GRACHIE. Provide a secure inventory and dispensing records for pharmaceuticals with auditable med cart.
8. Collect, analyze and distribute health statistics on a monthly basis and as needed to appropriate Sheriff and County staff, or designee.
9. Provide infectious disease control for the facility, and provide required reports to the Chatham County Department of Health in a timely manner.
10. The contractor will develop a program to coordinate his mental health providers in teaching officer training in identifying inmate mental health issues.

11. Operate the health care services in a manner with respect to the inmates' right to basic health care services, and in compliance with all applicable governmental regulations, laws, and standards; to include those established in the Health Insurance Portability and Accountability Act of 1996 (and all applicable updates/changes).
12. Maintain an open and collaborative relationship with all County, Sheriff and monitoring personnel or staff.
13. Contract with a provider network sufficient in size, location, and scope to meet all clinical requirements outlined in this RFP. The network also must be credentialed consistent with NCCHC, state and where mandated Federal standards.
14. PREA (2003) Prison Rape Elimination Act- required agencies to comply with the national standards proposed to eliminate sexual abuse in confinement. CCDC has zero tolerance policy against sexual abuse. CCDC expects that contractor will train all staff in PREA policies in general and each employee's responsibilities specifically. These policies and procedures pertain to sexual abuse prevention, detection, reporting and response to events.
15. HIPAA-The contractor shall adhere to all state, Federal and DOC policies and Directives regarding confidentiality of inmate patient 'Protected Health Information' including the transmittal of information by any electronic means. The contractor shall assure that all employees including subcontractors are trained appropriately using CCDC approved training. Documentation shall be provided to CCDC. Training should be conducted during orientation or as soon as possible thereafter but in any case, prior to the employee beginning work.

## **D. SCOPE OF SERVICES**

### **1. General Information**

Contractors are requested to describe how they intend to deliver comprehensive medical, mental health, substance abuse and dental health services for the male and female inmate populations of the CCDC. Listed below are the specific services expected to be included in the proposal submitted. The Contractor must indicate its intention to comply with all inspection and accreditation standards. The Contractor's responsibility hereunder, as to each individual inmate, shall commence upon commitment of such person to the control of the Sheriff. The term "commitment" as used in this agreement shall mean the booking at the CCDC of persons who have been arrested for violation of laws, or otherwise detained pursuant to any order of law. Such includes those committed to the CCDC. The Contractor will, on occasion/as needed, be required to provide limited services to inmates assigned to the work release detention programs who may be ordered to report to the medical unit after a claim of illness or injury. These inmates are not counted in the population figures; as they are not considered "in-house" inmates. The Contractor shall be responsible for all healthcare treatment and expenses for all inmates lodged at or committed to the CCDC effective immediately upon commitment and for state-sentenced inmates in custody for over 15 days beyond the sentencing date. Extraordinary and

necessary medical, dental, surgical, psychiatric and hospital services for state-sentenced inmates which may be direct-billed to or reimbursed by the Ga. Department of Corrections are defined as "those which are medically essential to health and which are not routinely provided to detainees housed at the CCDC.

The Contractor is not responsible for providing elective medical care. Elective medical care is described as care which in the opinion of the successful Contractor's Medical Director is neither medically urgent nor threatens life or limb if withheld, nor causes the inmates' health to deteriorate or cause permanent harm to the inmates' wellbeing. It is incumbent that the Contractor be aware of community standards that might influence the determination of what is considered elective medical care. Community standards, or community standards of care, refer to the level at which the average, prudent provider in a given community would practice. It is how similarly qualified practitioners would have managed the patient's care under the same or similar circumstances. The Contractor agrees to wholly indemnify the County from any clinical decisions regarding or criteria used in determining elective medical care.

Additionally, include the following information on:

- health services in segregation,
- routine health services for female inmates,
- procedures for filing a medical grievance including use of kiosk

## **2. Compliance with Laws, Regulations, and Standards**

The successful Contractor shall comply with all applicable federal, state and local statutes, rules and regulations. Specifically, it is the Contractor's responsibility to be familiar with all federal, state and local statutes, rules and regulations applicable to the services to be provided as well as National Commission on Correctional Health (NCCHC) Care Standards (2014 Edition), The American Correctional Association Standards (ACA) for Adult Detention Local Detention Facilities and the Jail Standards of the Medical Association of Georgia (MAG). The Contractor shall be required to meet or exceed each of these three sources of standards when providing services to the County; these will be collectively referred to as "applicable standards" throughout this proposal. CCDC is currently not nationally accredited with the American Correctional Association or the National Commission on Correctional Health care but it is accredited by the Medical Association of Georgia. The County is however, requiring that the Contractor maintains MAG accreditation and meet all health care standards of the NCCHC and ACA should the County elect to be accredited by either. Specifically, the Contractor will be required to meet or exceed the health care standards set forth in the National Commission on Correctional Health (NCCHC) Care Standards (2014 Edition) and the American Correctional Association 4th Edition Performance Based Standards for Adult Local Detention Facilities (and the most current Supplement). To the extent there are conflicts between the ACA, NCCHC and MAG standards, the Contractor will be expected to reconcile those differences and operate according to the most stringent of the three.

The County may establish a Contract Monitor to oversee all facility inspections, policy and procedure development and the collection and management of required documents. The Contractor shall work closely with the Contract in policy development and provide required documents/certifications according to all required standards. The Contractor shall cooperate with the Contract Monitor and implement any reasonable corrective actions and/or measures requested.

A successful proposal will describe and note exceptions and provide the Contractor's proposed methodology to abide by the general expectations described below. The County does not expect that responses will simply copy and paste these requirements, but will provide experience and examples of their ability to meet or exceed these requirements.

### **3. Medical Health Care**

Access to Health Care(J-A-01) - At the time of initial intake, each inmate will be given a health services orientation and information on how to access health services while in the facility. The orientation will include all information as contained under NCCHC essential standard P-E-01; MH-A-01

- 3.1 Admission Health Screening (Refer to NCCHC essential standard J-E-02; J-E-03, J-E-04)).
  - a. An Admission Health Screening shall be performed by an RN on each inmate committed to the CCDC. Admissions screening must be completed seven days per week, twenty-four hours per day. The Contractor will ensure that screening nurse is stationed in or otherwise always available for the admissions area.
  - b. The Contractor will be responsible for ensuring that all Admissions Screening personnel have been trained to complete initial medical, mental health, substance abuse and dental screening. Inmates who require detoxification shall be identified and protocols are initiated during the initial health screening process.
  - c. Using a standardized, uniform screening instrument recognized by NCCHC or MAG, the Contractor shall conduct a receiving screening on all new commitments (including transfers) immediately upon the inmate's arrival at the CCDC and before the inmate enters the general population of the facility.
  - d. This screening shall be conducted by a registered nurse upon admission or in any event no greater than 4 hours following admission in accordance with written policies and procedures. The screening times and those who have yet to be screened will be tracked by the electronic board currently used in facility ("pizza board"). The time frame may be exceeded only in the event of a substantial quantity of admissions necessitating the RN continually performing screenings of newly admitted inmates until all requiring such are completed (for example, if several inmates

require admissions screening and he/she continues screenings exercising due diligence until all are completed with the last one(s) being completed beyond the four-hour time limit from their time of admission, then the resulting exceeding of time is permissible). In the event of a large admission group, it is expected that the Contractor will demonstrate flexibility and redirect additional staff to the admissions area to assist in the processing activity. Likewise, peak processing times may cause a temporary or occasional backlog. It is anticipated the Contractor will demonstrate flexibility in assisting in backlog catch up. The solution may be as simple as sending a nurse down to assist during peak intake times. If at any time the County has more than five admissions waiting for medical screening, qualified medical personnel will come to admissions to assist. Screening must include an assessment of an inmate's health status including a medical, mental health, substance abuse and medication history, presence of communicable diseases and potential for suicidal behavior. The admission screening will include vital signs, peak flow for asthmatics, blood sugars for diabetics, PPD, and VDRL. All women will be tested for pregnancy. The screening shall include, at a minimum:

- inquiry into current and past illnesses, serious infections, health/mental health conditions, and special health (including dietary) requirements
- recent symptoms of communicable or infectious disease
- past or current mental illness, seizures, including hospitalizations, past history of trauma and/or sexual assault/abuse
- history of or recent suicidal attempt or ideation
- history of participation in special programs or services for mental illness or special needs (e.g. Community Rehabilitation and Treatment (CRT), SSDI, Mental Health or Substance Abuse Court(s) etc.)
- current disability and need for accommodation per ADA Directive (language, mobility, intellectual, etc.)
- medications taken (including last dose) and name of pharmacy for verification
- for females: date of last menstrual period, date of last pap smear, date of last mammogram, current and/or past pregnancy, other gynecological problems;
- routine medical treatment
- health insurance coverage
- use of alcohol and other drugs (including last use), any history of associated withdrawal symptoms or detoxification needs
- Particular attention must be paid and protocols provided with proposal to address current detoxification and withdrawal needs



- Observation of the following:
  - appearance
  - behavior
  - skin
- e. If a Release of Medical Records has not already been signed, a Release of Medical Records will be obtained for any inmate with history of serious health care conditions, including mental illness, undergoing current treatment, or currently prescribed medications. Consents for Release of Information signed by the inmate will be faxed to providers and pharmacies within twenty-four hours, in order to expedite the receipt of health care information. Copies of both forms and received information will be included in the inmate specific health care records.
- f. Obtain a signed authorization for treatment.
- g. The Contractor will develop a procedure regarding an inmate's refusal to participate in all or part of the admissions screening, subject to the approval of the Sheriff.
- h. Provide written and verbal explanation of ADA and obtain inmate signature following the provision of information on ADA accommodations.
- i. Health care personnel shall, at the time the Admission Health Screening is completed, make every effort to determine whether an inmate is currently prescribed medications. Where the inmate reports current prescription medications, the screening nurse is responsible for verifying, through the HIE and by other means, that those medications are currently prescribed and will notify the Contractor's on-call provider to receive any medication orders immediately following receipt of the verification. Where those medications cannot be verified, the nursing staff shall fully document all verification efforts in the inmate's medical record and notify the Contractor's provider on duty or the on-call for further direction.
- j. Discuss voluntary testing for HIV/AIDS (see attached Centers for Disease Control and Prevention HIV Testing Implementation Guidance for Correctional Settings January 2009) and Hepatitis C
- k. Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated and will not wait until the full physical examination is scheduled. In the process of conducting admissions screenings, health care staff shall be diligent in immediately contacting the appropriate health care supervisory personnel (for appropriate consideration and/or follow up) upon discovering inmates with critical conditions and/or those requiring extraordinary oversight, treatment and/or management including, but not limited to those involving the following:
  - i. Need for emergency care (evaluation and/or treatment);

- ii. Urgent need for medication (including psychotropic and critical care medications);
- iii. Suicidal ideation or propensity;
- iv. Diabetes;
- v. Heart Conditions;
- vi. Seizures;
- vii. New/recent injuries;
- viii. Mental illnesses, developmental disabilities;
- ix. Others as deemed noteworthy in the context of continuing medical care and/or behavioral management; any contagious illness/disease that would be considered an immediate threat to the inmate population and/or Facility Staff, such illness/disease(s) shall include but not be limited to Tuberculosis (TB), Influenza, Pediculus human's capitis (head lice), varicella-zoster virus (Chicken Pox), MRSA, Bed Bug bites and Pediculus pubis (body Lice).

3.2 In addition to the receiving screen the following must occur:

- All inmates with questionable health conditions will be medically cleared before being sent to the general population.
- Inmates with non-emergency conditions will be referred to the general population with appropriate follow-up referrals established, if necessary.
- Inmates requiring immediate intervention will be referred to the appropriate health staff for evaluation and treatment.
- Referral of the inmate for special housing, emergency health services, or additional medical specialists will be made as appropriate.
- Contractor staff will notify DOC facility staff of all inmates requiring special housing or having activity restrictions.
- Disposition of inmates must be clearly noted on the screening form.

The receiving screening findings will be recorded on a uniform, standardized form (to be agreed upon by the parties and introduced during the implementation phase) that captures essential baseline health information. The intake form will be included in the inmate's health record. The form will be in compliance with all state and national standards.

Mental health professionals are required to review both the initial needs survey as well as the medical screening. The mental health provider will schedule follow-up or refer for mental health services with psychiatrist or



APRN based on the screening information and any other relevant information.

- 3.3. The Contractor shall be required to request that all new admissions answer an insurance questionnaire to determine whether the inmate is covered by medical insurance or by third party payments, including but not limited to workers' compensation, Blue Cross/Blue Shield, other private health insurers, Medicaid/Medicare, etc.

3.4 **Physical Examinations (Refer to NCCHC essential standard J-E-02; J-E-03, J-E-04).**

- a. A complete physical examination shall be performed on all admissions within 14 days of the inmate's admission into the facility.
- b. Physical examinations may be performed by either a physician or mid-level provider (i.e., Nurse Practitioner or Physician's Assistant) at the discretion of the Contractor; this decision will be reflected in the Contractor's Staffing Plan and elsewhere in the proposal as necessary. Contractor shall attempt to communicate and coordinate with community providers who treated the inmate prior to incarceration.
- c. All inmates who are incarcerated for a period of 365 consecutive days or 55 years and older will have an annual physical examination.
- d. All food service inmates shall receive a pre-assignment medical examination to insure freedom from illnesses transmittable by food. Additionally, all food service inmates shall receive a medical examination prior to resumption of duties if, for any reason, the inmate has been diagnosed with a communicable disease or away from the job for 30 days or more.
- e. The health assessment will be recorded on a uniform, standardized form (to be agreed upon by the parties and introduced at all sites during the implementation phase). The intake form will be in compliance with all state, national and NCCHC standards and included in the inmate's health record. In addition, a written authorization for health evaluation and treatment will be obtained from the inmate and witnessed by health service personnel, if consent has not been obtained prior to this time. The health assessment form will become part of the inmate's permanent health record.
- f. The initial health assessment will include all Compliance indicators under NCCHC essential standard P-E-04 "full population assessment"  
The following exceptions/modifications will apply:
  - i. The health assessment will be completed by a licensed nurse practitioner, physician's assistant, or MD
  - ii. Within the first 120 days of contract implementation the offeror must develop a plan to explore the financial feasibility of providing testing as per these guidelines to all new not previously tested inmates seen during the first calendar year of the contract. Following this period the County hopes to have obtained requisite data with which prevalence rates can be

- calculated the County on establishing reasonable evidence based guidelines for testing the corrections population thereafter
- g. The Medical Director may approve additional diagnostic procedures and testing such as a urinalysis, when clinically indicated.
  - h. When the results of the health assessment indicate that the inmate requires further evaluation or treatment, a treatment plan will be generated and appropriate referral(s) initiated. The inmate will be referred to the appropriate medical provider or emergency center if needed. The specific time for the follow-up care will be as follows:
    - Routine health issues – within 7 days of the health assessment (or as required by the inmate's treatment plan)
    - Urgent health issues – within 24 hours of the health assessment (or less if required by the severity of the presenting symptomatology)
    - Emergent health issues – immediate
  - i. For re-admitted inmates who have received a health assessment within the previous ninety (90) calendar days, the most recent intake screening, the prior health assessment and laboratory results shall be reviewed. The physician will determine if a complete health assessment is necessary. The extent of the health appraisal will be determined by the Contractor's Medical Director.
  - j. Inmates found to have chronic disease(s) at the time of the initial health assessment may have a written treatment plan developed and implemented during their initial encounter. The next scheduled CD visit would occur 90 days or less from the date of the health assessment/initial CD visit. Lab or other diagnostic work ordered at the health assessment should be discussed by the provider in a scheduled follow up visit with the inmate.
  - k. The Sheriff or his/her designee will be informed of any aspect of an inmate's physical or mental status that may affect housing or work assignments or create a potential for violent, self-injurious or suicidal behavior. The disposition of inmates not medically suited for confinement in general population will be discussed with the Sheriff or his/her designee.

Please describe in Tab D how it is anticipated that the 14 day assessments described above would be completed within the facility and any foreseen challenges to use of biometric or other electronic systems necessary for better health care and to confirm contract compliance.

### **3.5 Mental Health Assessments/Evaluations**

**NCCHC (J-E-05, J-G-04)**

The Contractor will provide services which are designed to facilitate and enable the delivery of mental health care services in a manner which is responsive to the impact of trauma.

Basic Mental Health Services will be made available for all inmates who require them in a manner consistent with NCCHC essential standard J-E-05; J-G-04.

Initial mental health screening of all detainees is conducted by trained medical/mental health staff at the time of admission and will include but not be limited to all items contained in NCCHC (2014) essential standards J-E-05 and J-G-04.

All inmates screening positive for mental illness during the initial mental health screening at the time of intake will be referred to a qualified mental health professional for further evaluation. This assessment/evaluation process should ultimately result in a diagnosis and the formulation of an individualized treatment plan. The mental health assessment will be completed by a qualified mental health professional and reviewed by the lead psychiatrist or advanced practice nurse at the facility.

Using a standardized instrument, the initial mental health assessment will include:

1. A review of the INS and receiving or transfer screening results, and a review of any record of previous mental health services provided in the current or prior incarcerations. Documentation that review has occurred will be shown as notation of signature or similar affirmation.
2. The collection of additional health data to complete the mental health history, including but not limited to:
  - Prior treatment
  - Medication history
  - Relevant psychosocial history, including trauma history
  - Relevant substance use history
3. Functional assessment
4. Current situational stressors
5. Mental status examination
6. Current diagnosis
7. Formulation of an individualized treatment plan, including the initiation of therapy and the ordering of other tests and examinations, as clinically appropriate.
8. A referral for substance abuse or risk reduction services, as clinically indicated.
9. A release signed by the inmate to obtain information from the inmate's community provider or a statement signed by the inmate and qualified mental health professional stating why this is not being done.
10. Screening for intellectual functioning
11. Referral to a psychiatric provider for assessment as clinically indicated.

The mental health assessment and evaluation will be conducted in coordination with the medical provider according to the following timeframes to insure the safety and timely treatment of all inmates:

- 1) Emergency – Inmates in need of immediate medical/psychiatric attention are either transferred to a specialty unit (community or CCDC) capable of providing 24-hour observation and care, or are placed on suicide watch until more suitable arrangements can be made and/or a complete mental health assessment is conducted.

2) Urgent – Inmates who screen positive for serious mental illness, are at heightened risk for suicide and/or are on psychotropic medication other than standard sedative/hypnotics will receive a complete mental health assessment within 1-3 working days.

3) Non-emergency – Inmates who request routine mental health services or who are identified at screening as needing a mental health or substance abuse evaluation will receive a complete mental health assessment within 7-14 working days of intake.

4) All inmates who are currently taking any prescribed mental health medication upon intake will be medically evaluated and, if medically indicated, those medications will be made available to the inmate in accordance with established protocols.

When the results of the mental health assessment indicate that the inmate requires further treatment, an individualized plan of care will be created. The specific interval and duration of the follow-up care will be identified on the individual plan of care. However, in no case should this follow up occur less often than every 90 days.

For re-admitted inmates who have received a mental health assessment within the past ninety (90) calendar days, the most recent intake screening, and the prior mental health assessment shall be reviewed by the Contractor's Medical Director to determine if a complete mental health assessment is necessary.

### **3.6 Sick Call Services NCCHC (J-E-07)**

The delivery of care related to non-emergency health care requests and services will be accomplished in a manner consistent with NCCHC essential standard J-E-07.

All inmates will have a daily opportunity to request health care via the kiosk system or initiated by a staff member in each housing unit. Contractor will ensure that the sick system provides inmates with unimpeded access to health services. Nursing personnel will collect, triage and respond based on need to all inmate requests daily. Nurses should demonstrate that they possess skill set to perform triage. Training and appropriate documentation and supervision shall be provided to nursing staff to assure a system that is safe and effective.

- a. "Nurse" sick call and "Doctor" sick call shall be available to all inmates seven (7) days per week at least once each day. Sick call shall be scheduled with frequency to meet the demands for services without non-completion of scheduled follow-up and referrals. The purpose of these sick call sessions is to ensure that all inmate sick call requests or referrals have been addressed (i.e., requesting or referred inmates physically seen,

- not just administratively triaged) within time frames established herein. Emergencies shall be addressed on a case-by-case basis.
- b. Since backlogs cannot be allowed to grow, emergencies or other interruptions in the jail's operations will not normally be grounds to waive sick call time requirements. Contractor shall routinely document instances of security impediments to conducting sick-call to be addresses in CQI or MAC meetings.
  - c. Inmates requesting sick call must be seen and addressed within 24 hours of submitting a sick call request. Copies of requests shall remain part of each inmate's medical file/chart, which shall reflect the time and date of requests, date and time request was received as well as dispositions and time and date for resulting sick call held.
  - d. If an inmate's custody status precludes attendance at sick-call, appropriate alternative arrangements will be made for filing sick call requests. The requests will be triaged and the inmates will be scheduled for health services as appropriate. The frequency of sick call will be consistent with NCCHC essential standards P-E-07 and J-E-09.
  - e. Nurse sick call shall be conducted by a qualified Health Care Professional (It is understood that "Health Care Professional" is to be at least a Licensed Practical Nurse). Nurse sick call generally involves nursing assessment, implementation of nurse protocols and standing order, triage, and referral to "Doctor" sick call. Nurse sick call may be utilized as a precursor to "Doctor" sick call sessions, (i.e., while inmates may be scheduled for "Doctor" sick call directly, they may more often be first seen by a qualified Health Care Professional, in response to a request for sick call).
  - f. "Doctor" sick call shall be conducted by a licensed Physician, Nurse Practitioner or Physician's Assistant.
  - g. Inmates referred by "Nurse" sick call to "Doctor" sick call (e.g., as the result of finding/dispositions of a Nurse sick call session) must be physically examined by a Physician, Nurse Practitioner or Physician's Assistant no later than twenty-four (24) hours following the "referral."
  - h. The Contractor shall maintain a log of all sick-call requests and their dispositions including dates and times.
  - i. Timeliness of the response to sick call requests can be an important indicator of quality of care. The Contractor will monitor sick call responses as part of their continuous quality improvement (CQI) process. Nursing sick call will be conducted daily. Physician sick call will be conducted per a posted schedule the frequency should be determined by facility needs and in a manner that supports timely follow up of inmates

triaged by nursing and determined as in need of provider referral. *The schedule must be approved by the Sheriff*

- j. Contractor shall follow nursing protocols, developed and implemented with the approval of the State, to facilitate the delivery of sick call services by nursing personnel. Health staff will be trained to effectively triage the inmate's condition and implement established protocols. Health services will be provided in a manner that complies with state and federal privacy mandates within the scope of each facility's physical plant.
- k. If the inmate's condition at the time of nursing triage or assessment requires emergency care and/or services beyond the ability of the nurse and/or the established nursing protocols, the nurse will discuss the inmate's problem with the on-site or on-call provider who should then refer the inmate for further evaluation and treatment as needed.

*Under no circumstances should the care of the inmate in need of urgent or emergent care be deferred or unnecessarily delayed pending discussion with management or supervisory staff.*

### **3.7 Infection Control Services NCCHC (J-B-01)**

The Contractor must develop and implement a comprehensive written, effective infection prevention and control program that includes surveillance, prevention, and control of infectious and communicable diseases. This program should include, at a minimum, an exposure control plan, procedures for medical isolation, standard precaution procedures and procedures for identification and control of ectoparasites.

- a. The Contractor will describe the delivery of infection control services that complies with NCCHC, ACA, OSHA, the Centers for Control of Tuberculosis in Correctional Settings and the United States Preventive Services Task Force Recommendations with regard to A and B levels of validity.
- b. Appropriate vaccines (appropriate influenza, pneumovax, hepatitis, and varicella-zoster) will be provided as clinically indicated.
- c. PPDs will be implanted on all inmates during the screening process. In the event that the inmate has a history of positive PPD, a chest x-ray will be provided.
- d. The Contractor shall provide all laboratory and diagnostic tests, including x-rays (including the availability of equipment for "second views" required for TB confirmatory x-rays) deemed necessary by the responsible physician, as well as routine required procedures such as serologies (including VDRL confirmatory serologies),
- e. VDRL testing shall be conducted on all admissions.



- f. Cultures for MRSA shall be taken on all suitable (e.g., open) lesions or potential MRSA infections. The Contractor's MRSA protocol is subject to approval by the County Medical Director.
- g. Facility specific procedures will be in place regarding the management of Tuberculosis (TB), Influenza, Pediculus human's capitis (head lice), varicella-zoster virus (Chicken Pox), MRSA, Bed Bug bites and Pediculus pubis (body Lice), HIV, Hepatitis A, B, and C.
- h. Contractor will comply with all local and state reporting requirements for communicable and infectious diseases.
- i. Contractor shall develop policies and procedures for tracking both culture-proven MRSA as well as presumptively treated MRSA. This data must be reported monthly, with any significant spike in the numbers triggering a more formal investigation.
- j. Regarding dental operatory and sterilization procedures, logbooks shall be maintained that document the use of biological controls and the regular ongoing testing.
- k. Appropriate screening will be completed for inmate food handlers as indicated in Attachment A.
- l. The Contract will be responsible for the cost of all infection control services for inmates.
- m. The County will be responsible for the cost of any mutually agreed upon infection control services for CCDC employees such as TB testing and Hepatitis B vaccinations.

### **3.8 Detoxification NCCHC (J-G-07)**

- a. Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for the need for withdrawal or detoxification management. Inmates placed on a drug or alcohol withdrawal protocol (Clinical Institute Withdrawal Assessment/Clinical Opiate Withdrawal Scale) shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol; an identified level of monitored score that requires an immediate contact with the clinician; these inmates will be monitored in the designated intake unit, but not in general population. The Contractor must explain in detail their system to manage Drug and Alcohol withdrawal of new admissions. On-site detoxification shall be undertaken when deemed appropriate by the responsible physician and shall be conducted under his/her supervision. It is preferable that arrangements be made to provide the majority of these services on-site.
- b. The Contractor will coordinate opiate withdrawal management care with a federally licensed community provider as required for pregnant females including treatment, counseling, and the associated laboratory work necessary for the medical management of opiate withdrawal. Contractor will develop and assist County and Sheriff is addressing opiate withdrawal

of all other inmates and provided non-PHI information regarding the number of inmates requiring this type of management.

### **3.9 Chronic Care Services NCCHC (J-G-01)**

The Contractor shall develop and implement a chronic disease management program that is consistent with national recognized clinical practice guidelines with emphasis on the identification, treatment and management of chronic diseases. This program shall also be consistent with established guidelines by NCCHC, ACA, and the National Academy of Sciences' Institute of Medicine.

Inmates with chronic illnesses shall be identified during the initial admissions assessment and physical examination. The initial chronic care visit shall occur in conjunction with the initial health assessment and subsequent follow-ups should occur, based on disease control and monitored through appropriate chronic care clinics. Nationally recognized chronic care treatment guidelines for common chronic diseases will be utilized and will include frequency of encounters, lab and other diagnostic baseline and routine testing, monitoring of patient compliance, patient education, and assessment of patient control. Frequency of chronic care follow up visits will be based on the advanced-level clinician's assessment at each encounter whether the degree of control is good, fair or poor. Chronic care clinics include, but are not limited to:

1. Asthma
2. Diabetes
3. high blood cholesterol
4. HIV
5. Hypertension
6. seizure disorder
7. Tuberculosis
8. Sickle cell
9. Major mental illness

Contractors' program must address documentation requirements as well as patient refusals. Patient refusals to participate in the chronic care program must be based on a discussion with the clinician and a clear documentation of the counseling regarding the benefits and risks.

The contractor shall provide to the Sheriff and the County, quarterly metrics and statistics that reflect the delivery of chronic disease services. This data shall reflect incidence by disease category as well as number of inmates serviced by category.

### **3.10 Infirmary Unit NCCHC (J-G-03)**



The Contractor shall provide infirmary services as defined by NCCHC essential standard J-G-03:

1. Infirmary,
2. Sheltered housing
3. Observation
4. Hospice
5. Respiratory isolation
6. Convalescent

All infirmary services shall be codified in an infirmary manual. Contractor shall staff and utilize the infirmary, observation, convalescent and sheltered housing beds in a manner consistent with NCCHC standards, principles and practice for the identified area, and in response to specific requests of the Sheriff.

The infirmaries may be used for convalescent, medical observation and skilled nursing care. The requirements of national standards vary depending upon the housing classification, the degree of services provided and the defined scope of service. The infirmary beds will be classified and the scope of services will be defined according to policies and procedures covering areas including, but not limited to:

1. Twenty-four (24) hours a day direct nursing observation will include daily or more frequent (if medically indicated) recording of vital signs and nurses' notes, based on the inmate's condition and physician order. Inmates will always be able to gain a health care professional's attention, either through visual or auditory signals.
2. Admission to, and discharges from, infirmary status will be controlled by the Contractor's Medical Director or designee.
3. A physician will be available by telephone twenty-four hours per day, seven days per week, three hundred and sixty-five days per year.
4. All nursing services will be under the direction of a Nurse Manager, who will be onsite forty (40) hours per week. Staffing levels will be appropriate for the number of inmates, the severity of their illnesses and the level of care required for each, but no case less than the staffing of 57 FTEs. The Nurse Manager's decisions shall at no time supersede or be substituted for that of the Medical Director regarding inmate medical needs.
5. Contractor's staff will initiate a separate and complete infirmary medical record upon admission and incorporate it into the inmate's health care record upon discharge. The record will include:
  - a. admitting orders that include the admitting diagnosis, medication, diet, activity restrictions, any required diagnostic tests, and the frequency of vital sign monitoring and other follow-up;
  - b. a complete documentation of the care and treatment given;
  - c. the medication administration record; and
  - d. a discharge plan and discharge notes.

6. Contractor will develop a manual of infirmary nursing policies and procedures. The manual will be consistent with the Georgia's Nurse Practice Act and licensing requirements and approved by the Health Services Director or designee.
7. The health care staff, in conjunction with Sheriff, will be responsible for ensuring that the infirmary area is clean and safe for the provision of health care services.

The scope of services provided in the infirmary will be organized so that inmates have appropriate custody classification, housing and treatment.

The Sheriff or his designee shall be apprised of infirmary utilization and clinical status of all infirmary in-patients on a weekly basis or with any deterioration in health status of inmate housed on Infirmary or Medical housing status. Contractor will develop and submit for approval an appropriate reporting format.

### **3.11 Step Down Medical Services**

The Contractor will describe how they intend to deliver this level of medical care.

### **3.12 Outpatient Medical Services**

Inmates housed in general population will be provided appropriate medical services in satellite healthcare areas within the CCDC, when available and appropriate. When additional care is needed, it will be provided in the Clinic adjacent to the Medical Unit. The Contractor should describe how they intend to provide these decentralized outpatient on-site health care services.

### **3.13 Emergency Services NCCHC (J-E-08)**

Contractor is required to provide immediate response to inmates in an emergency situation. Contractor will have twenty-four-hour mental health (psychiatrist, advanced practice nurse) and medical (physician) telephone on-call coverage and specific written policies and procedures to address emergency response and the emergency transfer of inmates at each facility.

- a. Emergency medical, mental health and dental services must be available to all inmates, facility personnel (correctional, administrative and support), and visitors 24 hours per day, 7 days per week.
- b. Emergency services must, at a minimum, be provided by a registered nurse. When a Physician, Physician Assistant or Nurse Practitioner is not physically present within the facility and able to respond to a medical emergency, a Physician must be available by phone to advise health care personnel responding to the emergency.
- c. Services should be sufficient to stabilize the medical status of the patient until paramedics can respond to evacuate the patient to a hospital.

- d. Contractor shall sub-contract or maintain written agreement(s) with one or more local hospitals to provide emergency services to inmates on a twenty-four-hour basis and inpatient hospitalization for all inmates in custody.
- e. Contractor is responsible for executing a contract with an Advanced Cardiac transportation and Basic Life Support transportation ambulance service, acceptable to the County, which will ensure prompt evacuation of emergencies to an appropriate offsite healthcare setting.
- f. Facility Transports utilizing CCDC vehicles, shall be the County's financial responsibility.
- g. The Contractor's financial responsibility for emergency services provided to facility personnel and visitors is limited to those services needed and provided while the employee or visitor is in the CCDC.

### **3.14 Specialty Care**

Contractor shall develop a network of qualified medical specialists to provide inmates with necessary access to necessary health services. Contractor shall enter into written agreements with said specialists who practice in the local areas.

Contractor shall provide the Sheriff/designee and the County with a list of all specialists to be utilized. The contractor shall update this list quarterly.

For HIV-positive inmates, treatment may be coordinated through the Infectious Diseases Unit at Curtis V. Cooper or other community provider specializing in the care of Infectious Diseases. The Contractor shall make every reasonable effort to comply with the clinical management protocols for inmates who are HIV-positive as directed by the Infectious Diseases providers, including provision of pharmaceutical therapy, as clinically indicated.

The Contractor shall facilitate transitional care for inmates with HIV/AIDS who are being released from the CCDC.

Contractor shall arrange whenever possible for qualified medical specialists to provide on-site services so that inmates may be maintained within the security of the facility. If necessary, an outside referral will be made for services that cannot be provided on-site.

To the degree possible, diagnostic testing will be performed on-site. A referral process will be initiated to provide specialists with all pertinent information necessary for timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings, in the

form of a written referral. Every effort should be made to send pertinent information prior to the inmate's consultation.

Contractor shall be responsible for scheduling, authorizing and coordinating all specialty services. Contractor will coordinate the movement of inmates to off-site appointments with the Sheriff and/or his designees.

All inmates returning from outside hospital stays or clinic visits will be seen by a medical professional in a timely fashion following return. The purposes of this visit are as follows:

- discussion between the provider and inmate of the outcome of the visit
- ascertaining the inmate's understanding of information given to him/her
- to determine if further visits or diagnostic testing has been advised
- to review any available consult notes

A progress note regarding the visit will be documented in the inmate's health record. Contractor shall ensure that an inmate's medical chart accurately reflects and documents services provided by the outside health care provider(s).

The contractor should submit a plan for the Sheriff's approval with detailed timelines which shall address the need for timely follow-up visits to occur after lab or other diagnostics; outpatient visits including ER; and all hospital admissions.

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as requiring this care. If the Sheriff or the County believes that the Contractor is not providing specialty services in a timely fashion, Sheriff and/or the County designee and the Contractor's Medical Director shall review and resolve any dispute. Failure to reach resolution may be grounds for termination of the contract.

**a. Onsite:**

The Contractor, shall make every effort to provide as many on-site specialty services as possible including but not limited to;

- Orthopedic
- Podiatry
- Obstetrics and Gynecology
- Infectious Diseases
- Oral Surgery
- Optometry
- Physical Therapy
- Dialysis

The Contractor shall provide x-ray services on-site at least three times per week, or as frequently as required. Onsite ultra sound must also be available as needed. Mobile

services offered through local vendors are sufficient to meet this requirement for contract purposes.

**b. Off-site:**

To the extent ancillary care is required and cannot be rendered on site, the Contractor shall utilize providers secured through agreements for rendering such care (e.g., OB-GYN, x-ray services, hospitalization, consults, etc.). A list of any and all subcontractors shall be provided to the Sheriff and the County.

- 1) All medical decisions for treatment and/or referral for outside consultants needed by any inmate at the CCDC will be approved by the Contractor's Medical Director.
- 2) All referrals are to be made from a preferred medical provider panel established by the Contractor.
- 3) The County will pre-approve, in consultation with the Contractor, a list of acceptable off-site providers within the County and outside the County, with criteria for when each will be used.

### **3.15 Women's Health Care Services**

The Contractor must establish a full range of health care services specific to women to include, but not be limited to, pre-and post-natal care, child delivery, evaluation for and treatment of STIs, counseling programs, and therapeutic abortions that are necessary to preserve the health or life of the woman. Elective, non-therapeutic abortions must be available to female inmates in accordance with law and all associated costs will be the responsibility of the inmate. The costs associated with healthcare provided to any newborn/delivered child will not be the Contractor's responsibility. Curtis V. Cooper has been the provider of Women's Health Care Services

The Contractor will provide for routine women's health care in keeping with a designated set of National Guidelines to include annual Pap and breast exams. Annual mammograms will be provided to all inmates age 40 years or older. The contractor will provide staff trained in women's healthcare and familiar with the health care needs of women across the life years.

### **3.16 Hospitalization & Off-site Care**

Hospitalization and other forms of off-site care shall be provided subject to the conditions itemized hereinafter for all inmates whose medical condition requires such. All costs for off-site medical care will be paid by the contractor in accordance with terms established herein.

- a. All medical decisions for treatment and/or referral for outside consultants needed by an inmate at the CCDC will be made by the Contractor.
- b. Network Provider Procedures:

- 1) The Contractor shall establish and obtain agreements with a provider network including a primary hospital facility, physicians and ancillary health care providers such as therapists, durable medical equipment, and diagnostics. NOTE: Unauthorized medical providers such as hospitals will be used in life threatening situations only. Local vendors are preferred.
  - 2) The Contractor shall develop a list of authorized medical providers to be used.
  - 3) A list of authorized medical providers will be supplied by the Contractor and updated annually. An instruction manual for referring inmates to the authorized medical provider's network will be reviewed and supplied to all appropriate personnel.
  - 4) The Contractor shall notify all local medical providers (authorized and unauthorized) that any treatment for CCDC inmates must be pre-certified by the Contractor to ensure reimbursement.
  - 5) When informed and not medically contraindicated based on life threatening conditions, the Contractor must refer all off-site care to providers on the list supplied by the Contractor. All off-site medical provider bills must be sent to the Contractor for review, audit and payment.
- c. The Contractor is responsible for executing a contract with local providers which will ensure the provision of most necessary inpatient services. The Contractor may utilize hospitals outside the County only when the particular level of acuity or necessary treatment services cannot reasonably be provided at a hospital within the County. The County will pre-approve, in consultation with the Contractor, a list of acceptable hospitals within the County and outside the County, with criteria for when each will be used.
- d. The Contractor shall monitor the prognosis of any inmate transferred from the CCDC to a hospital. In the event that any inmate transported to any health care facility is admitted to that facility, the Contractor shall notify Corrections staff to appropriately manage the jail census. The Contractor shall work with the hospital to ensure the timely discharge/return of the inmate from out-patient services.

#### **4.0 Dental Health Services**

#### **NCCHC J-E-06**

The Contractor shall provide access to dental services in accordance and compliance with the following standards/rules and guidelines

- NCCHC standards for Prisons (2008)
- American Dental Association (ADA)
- Georgia Board of Dentistry
- Center for Disease Control (CDC) standards
- Occupational Safety and Health Administration standards

- DOH standards and other applicable Ga. state law

As recommended by the American Dental Association, the minimum goals for the dental program should include relief of pain, elimination of infection and disease, and restoration of function. The Contractor shall coordinate for dental specialist as needed, including oral surgeons.

Dental services will be provided with no more than three days between days of services (unless there remains no backlog of patients). Dental backlogs for conditions designated as acute (such as for pain) shall be seen at regular dental hours on a priority basis.

Dental floss may not be distributed to inmates. If such is required based on medical needs, inmates may be issued small plastic picks with short strands of floss attached to a small bow for oral/dental hygiene purposes.

Dental screening shall be performed on new admissions

On-site dental care shall be available to all inmates in accordance with NCCHC J-E-06 to include routinely implementing preventative dentistry into the dental program.

A written dental Classification and Priority Treatment program shall be provided by the Contractor with this proposal as part of Tab D.

The Contractor shall provide all dental and office equipment and supplies necessary to meet the standards of all applicable rules and regulations and have them operational no later than thirty days after the start of the contract period. All new equipment and those items replaced remain the property of the County and necessitate being disposed of in accordance with County procedures.

The dental services program shall include at a minimum the following;

- Sufficient number(s) of Georgia licensed and appropriately trained and credentialed dentist and dental assistants to meet the needs of the inmate population at CCDC
- A Dental Director to provide clinical and operational oversight to the program
- Mandatory, documented orientation and training for all dental staff. Orientation and training shall include, at a minimum; dental services in corrections, infection control practices in the dental suite, operational requirements and maintenance of dental operatory, blood borne pathogens training including exposure control program, record keeping including inventory control of sharps, tools, autoclave and bio-hazardous waste disposal



- Contractor must provide; a manual of dental operations, a written general orientation for all dental staff as well as one specific to their job duties; detailed training guide; performance evaluation tool
- The Contractor's sub-contractor arrangements with dental providers shall be in conformance with HIPAA and applicable laws
- The Contractor will provide a schedule to the Sheriff and the County with the hours that dentists will be on-site actually seeing patients (i.e., exclusive of time used for set-up and dismantlement of equipment and for administrative activities)
- The initial dental appraisal and instruction in oral hygiene will be conducted at the time of the initial health appraisal by trained registered nurses and within five (5) days of admission.
- The Contractor's provision of a dental screening for all referred inmates shall be conducted by a licensed dentist within timeframes established between the County and NCCHC Standards, whichever may be shorter.
- If the Contractor is unable to provide on-site assessment, screening and/or treatment within these timeframes, inmates shall receive services through local community dentists, with costs for said services to be borne by the Contractor.
- In the case of a re-admitted inmate who has received a dental examination within the past six months, the Contractor shall assure that a licensed dentist determines the need for an additional dental evaluation.
- Nurses who provide dental screening and oral hygiene instruction will receive in-service training from a licensed dentist under contract to or employed by the Contractor.
- Inmates may request dental services by submitting a sick call request via the KIOSK system in each housing unit. The nurses will triage the requests and submit them to a licensed dentist. Inmates will be seen based on the list of dental priorities.
- A triage system will be developed and approved by the Contractor's Medical Director with timelines based upon urgent, emergent and routine needs
- Inmates who require treatment beyond the capabilities of the Contractor's licensed dentist will be referred to a dental specialist in the community.
- Dental prostheses will be provided as determined to be necessary by the dentist using the established CCDC protocol.

## **5.0 Mental Health Services**

### **NCCHC J-G-04**

The Contractor shall provide a full range of evidence-based jail mental health services such as admission screening, suicide risk identification, crisis stabilization, reentry planning, psychiatric medication, focused individual and group counseling, and shall

seek and obtain commitments to State facilities for inmates whose condition make this action appropriate.

All services provided shall comply with applicable State, ACA, and NCCHC standards and regulations.

The Mental Health Director must be a board-certified Psychiatrist.

There must be a provision for on-call mental health staff to provide guidance to medical care staff 24 hours per day, seven days per week. Provider and subcontractors if used shall ensure that any mental health medicine prescribed can be dispensed 24 hours per day, seven days per week.

Mental health staff shall be on-site seven days per week.

The Contractor shall propose the most effective and cost efficient distribution of mental health personnel among psychiatrists, psychologists, other licensed mental health providers and Bachelor's level mental health case workers under supervision of licensed mental health providers.

**a. Psychiatric Evaluations and Services**

Contractor shall provide a full range of evidence-based, trauma informed culturally sensitive and age- and gender-specific psychiatric services, including:

- Diagnostic evaluations;
- Oversight of individualized treatment planning;
- Prescribing and management of psychotropic and mental health related medications in accordance with evidence-based, best practice standards.

Medication management shall include meeting with inmates, assessing and following their medication needs, consulting collateral sources, education of inmates regarding the risks of non-compliance or discontinuation of mental health medication, and completing all required forms and documentation related to this activity and maintaining an accurate database to track utilization of medications.

Psychiatric evaluations and services shall include:

1. Participation in developing and implementing suicide prevention strategies;
2. Development of initiatives to reduce the use of seclusion, segregation and restraint;
3. Participation in involuntary medication proceedings.
4. Participation in the identification of inmates who are seriously functionally impaired
5. Participation in discharge planning

6. Participation in the identification and treatment of inmates who are seriously functionally impaired
7. Direct involvement in admission and discharge decisions to the:
8. State Hospital or other appropriate setting
9. Include behavior modification in medication management of mental health drugs.

A Psychiatrist, Psychiatric Nurse Practitioner, or Physician's Assistant who specializes in mental health care shall evaluate any inmate who reports taking psychotropic medications at the time of commitment to the facility; exhibits bizarre or unusual behavior; expresses thoughts of suicide or homicide; or is referred for further evaluation by health care or corrections personnel in a timely manner not to exceed 12 hours.

The psychiatrist or psychologist shall evaluate inmates returning to the facility from an inpatient psychiatric facility and coordinate with previous mental health provider.

Contractor Mental Health Staff shall evaluate inmates housed in administrative or disciplinary confinement, according to NCCHC guidelines, CCDC policy and/or at the direction of the Sheriff, whichever is more stringent.

All evaluations shall be fully documented in the individual inmate's medical record.

Psychiatric services shall include: Individual treatment plans for inmates requiring ongoing monitoring and/or care, and referral for continued community services

Contractor Mental Health staff members shall assist all CCDC staff members that are directly connected to or respond to a Critical Incident in the facility with a "Stress Debriefing" immediately following the incident. Critical Incident Stress Debriefing enables CCDC participants to understand that they are not alone in their reactions to a distressing event, and provides them with an opportunity to discuss their thoughts and feelings in a controlled, safe environment. These individuals will then be directed to their Employee Assistance Program (EAP) for further consultation, if desired.

**b. Suicide Prevention**

**NCCHC J-G-05**

Multiple corrections' disciplines (security, physical health care, and mental health care) play an important role in suicide and self-injury prevention. These roles must be coordinated in terms of philosophy and in operations. The Contractor has a role to play and shall have policies and procedures that are aligned with the philosophy of the Sheriff, the County, CCDC Directives and written policy.

The Contractor must coordinate with the Sheriff and the County in the delivery of a comprehensive suicide and self-injury prevention program designed to identify, respond to, monitor, and treat suicidal and self-injurious inmates and to reduce the incidence of self-injury and suicide attempts.

The suicide and self-injury prevention program must include written policies and procedures that address key components of the program. Key components, at a minimum, include those defined by NCCHC essential standard J-G-05; MH-G-04, as follows:

- Training: an operational description of the requirements for both pre-service and annual in-service training
- Identification: intake screening/assessment
- Referral: from any employee or inmate
- Evaluation: by qualified mental health provider
- Housing: to ensure safe housing and supervision based on the acuity of their mental health needs
- Monitoring: ensure constant direct supervision of actively suicidal inmates and close supervision of lower level risk special needs
- Communication: documentation in an inmate's institutional record and medical/mental health record
- Intervention: by appropriate level mental health provider based upon level of acuity
- Notification: appropriate notification up the health care and security chain of command
- Reporting: within mental health provider staff and security (classification)
- Review: morbidity and mortality review
- Critical Incident Debriefing

Contractor must perform quality monitoring activities (CQI) at least twice annually in order to assess adherence to the program. Contractor has no duty to disclose these CQI pursuant to this contract unless contractor elects to do so.

- i. The Contractor shall develop policies and procedures that govern this service area to ensure the appropriate management of suicidal inmates, and establish a suicide prevention program in accordance with NCCHC, ACA APA and other generally accepted standards of care.

All inmates on suicide watch must be appropriately housed and seen with documented encounters with mental health professionals, according to the time schedule established by the CCDC policy and in accordance with State, ACA, and NCCHC standards and regulations. Only the PhD Psychologist, Advanced Nurse Practitioner, Psychiatrist, Staff Physician or Medical Director will be authorized to clinically approve the removal of inmates from suicide watch or constant observation. Suicide and constant observation cells are limited. Therefore, the Contract will establish procedures in which licensed providers will review all suicide watch and constant observation patients seven days per week in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation status.

**c. Assessment and Counseling**

The Contractor shall ensure that there are adequate numbers of licensed mental health personnel available to supervise all mental health workers.

Mental health staff shall see, evaluate and counsel any inmate referred for mental health services within twelve hours of the referral being made.

Inmates referred for suicidal and/or homicidal ideation or actions are to be seen immediately when mental health staff are on-site or on a first priority basis when mental health staff return to duty. The on-call mental health provider shall be contacted immediately for guidance in instances of suicidal and or homicidal ideation or actions.

Mental health staff shall fully document all services provided in the individual inmate's medical record.

**d. Coordination with Community Mental Health / Crisis**

Mental health staff will work closely with community crisis services that are authorized to screen and recommend commitments to inpatient mental health facilities. The Vendor shall not be responsible for the cost of inpatient services for inmates committed to a state operated psychiatric hospital.

**e. Medications**

The Contractor shall develop policies and procedures that govern this service area to include, at a minimum;

- Develop policies and procedures for documentation of training for all personnel who administer or deliver medication
- Steps to be taken as well as responsibilities of the nurse and prescriber at intake
- Establish written timelines from order to receipt of the medication
- Identify critical medications for which dose continuity must be assured
- Procedures for access to offsite pharmacy on an emergency basis to allow for the assurance of dose continuity
- Describe explicit documentation procedures, for manual or electronic systems, required of nursing staff involved in medication administration, including procedures for repeated refusals
- Establish procedures for the maintenance of controlled substances
- Establish CQI studies to monitor timeliness from medication order to receipt by the inmate as well as for compliance with policy and procedure

The Contractor shall be responsible for the cost of all psychotropic medications ordered by any mental health provider. Psychotropic medication prescriptions should be consistent with community level evidence-based practices.

When an inmate has been prescribed medication in the community or in the hospital and is admitted to or transferred back to the CCDC, any changes in medication should be documented including the reason that the medication was changed.

Medication changes should be closely followed per written policy (for example, “initial change reviewed within 2 weeks, follow-up in 30 days until stable, etc.”).

**f. Individual and Group Counseling**

The Contractor shall specify a program of individual and group counseling services that will be provided as part of the overall mental health services program. Group counseling shall, at a minimum, emphasize lifestyle changes and skill building such as anger management, communication skills and assertiveness skills.

**g. Cooperation with Substance Abuse Services**

Mental health staff will work cooperatively with substance abuse staff to optimize opportunities for wellness for those inmates who have both mental health and substance abuse issues.

**6.0 Substance Abuse Services**

The Contractor shall, in addition to other duties, conduct programs in support of all inmates, including, but not limited to:

1. Provide drug and alcohol counseling services in compliance with Health Care Policies and Procedures and institutional operating procedures under the supervision of the Health Services Administrator;
2. Conduct counseling or therapeutic interviews to assist individuals in gaining insight into personal problems, defining goals, as well as planning actions for discharge from CCDC;
3. Coordinate and conduct group (including the Therapeutic Community) and individual counseling sessions and prepare notes and reports on progress as it relates to inmate's treatment and participation;
4. Participate in diagnostic and other staff meetings for the purpose of treatment planning;
5. Consult with health care staff, as well as employees in other institutional areas such as classification and education, for the purpose of obtaining information used for assessment and treatment plans as appropriate;

6. Facilitate inmate applications/admissions into substance abuse treatment programs outside the CCDC;
7. Develop, coordinate and provide in-service training for staff at the request of the Sheriff.

## **7.0 Support Services**

### **a. Pharmacy NCCHC J-D-01**

The Contractor shall provide a total pharmaceutical system which is sufficient to meet the needs of the CCDC. Contractor also shall be responsible for the acquisition, storage and administration of drugs. Written policies, procedures and practices governing pharmaceuticals will be in compliance with all applicable state and federal regulations regarding receiving, storage, and dispensing, administering, and procuring pharmaceuticals.

- a. The Contractor shall provide all pharmacy utilization and management including, but not limited to, a Formulary. All costs associated with pharmaceuticals will be the responsibility of the Contractor. This includes all over-the-counter (OTC) medications. Compliance with all state law and regulations is the responsibility of the Contractor. The name of the subcontracted pharmaceutical provider or subsidiary name must be submitted with the proposal. The pharmacy company will provide delivery service 6 days per week. Arrangements with a local pharmacy must be provided to ensure availability of emergency drugs on a 24/7 basis. All prescription medications may be provided on either a patient specific and/or stock basis but under no circumstance shall Provider fail to ensure that prescribed medicine is dispensed because of pharmaceutical delivery method. All medications shall be documented on an inmate specific Medication Administration Record (MAR) at the time each medication is passed/dispensed. The Contractor's formulary of prescription and non-prescription medications (signed and dated copy) shall be provided with proposals. Any additions or deletions to the formulary shall be made only if approved by the County designee within the local health care community.
- b. The Contractor shall ensure that there is a quarterly audit of pharmacy services by a pharmacist and shall hold a Pharmacy and Therapeutics Committee meeting at least quarterly. There will be a written report that is provided to the Sheriff and the County. Med cards used in the facility shall be fully auditable both coming into the cart and leaving the cart.
- c. Utilization reports from the Contractors' pharmacy company will be submitted monthly to the Sheriff; the County will receive the same pharmacy utilization reports the Contractor receives. At a minimum, the reports shall include the inmates name, total monthly usage, total number of over the counter medications, total number of inmates on medications, average number



of medications per inmate, number of new orders and refills, number of non-formulary, number of psychotropic medications, number of HIV medications, percentage of inmate population on medications and costs for each category.

- d. All controlled substances shall be strictly accounted for; protocols for narcotics counts must be submitted with this proposal and are subject to approval by the Sheriff. The Contractor shall provide a suitable locking storage device for all controlled substances. All controlled substances shall be inventoried at least twice daily reflecting a perpetual inventory. The inventories shall be conducted by qualified medical personnel and monitored and verified by the supervising Registered Nurse. Any discrepancies found during the inventory shall be verbally reported immediately to the duty shift commander, and a written report shall be completed prior to the employee discovering the discrepancy exiting the facility.
- e. The pharmaceutical system will have the following components:
  1. Medication ordered by a qualified provider (physician, psychiatrist, nurse practitioner, dentist) will be appropriately labeled and will be in unit-dose or other Contractor approved packaging.
  2. A pharmaceutical inventory will be established to facilitate the initiation of pharmaceutical therapy upon the physician's order. An inventory control system will be implemented to ensure the availability of necessary and commonly prescribed medications, and to protect against the loss of pharmaceuticals. All pharmaceuticals will be prepared, maintained and stored under secure conditions.
  3. An adequate and proper supply of antidotes and emergency medications will be available.
  4. Addictive, abusable, and/or psychotropic medication will be administered in crushed or liquid form, when indicated.
  5. Monthly quality improvement (QI) monitoring of medication administration records and physician prescribing reports. Quarterly reviews will be completed by a consulting pharmacist using a Pharmacy & Therapeutics (P&T) format.
  6. Compliance with security and training requirements.
  7. An automatic stop order system for certain categories of drugs (i.e., antibiotics, controlled substances, pain medications, all sedative-hypnotics).

8. The use of generic brand medications whenever possible, unless otherwise specified by the prescribing provider.
9. The physician/ NP/PA/ psychiatrist/advanced practice nurse will evaluate each inmate prior to re-ordering medications and document the rationale for discontinuing or continuing the medication.
10. Prescribers will adhere to best practice guidelines relevant to their area of practice related to the prescribing, follow-up and documentation of patient response to medications. CCDC may require additional or alternate documentation as well.
11. The contractor must provide written protocols for treatment of conditions requiring chronic use of narcotic prescriptions; these protocols should describe evaluation and management using a step-wise approach to pain control. The protocols shall be evidence based and include where available state guidelines.
12. The Contractor shall report drug utilization data to the Sheriff/designee and the County/designee on a monthly basis and perform quality improvement monitoring and tracking of physicians' prescriptive data to provide for safe, cost-effective and efficient pharmacy services. Contractor will provide separate monthly reports on the utilization by mental health and physical health providers.

13. Medical Records

NCCHC J-H-01, J-H-02, J-H-03

Contractor shall maintain a uniform, standardized problem-oriented health record at all sites, consistent with State regulations and NCCHC. The health record will include medical, dental, chemical dependency, and mental health information, and will be stored separately from custody records. Health records and reports are, and will remain, the property of the County. Information necessary for the classification, security and control of inmates will be shared with the appropriate Corrections personnel. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Contractor will provide the state with full and unrestricted access to and copies of the appropriate health records within the scope of legal and regulatory requirements and in accordance with the CCDC's policies, procedures and directives. Health records for inmates at each facility must be maintained in a secure location consistent with the confidentiality and security needs of the institution. Health records shall be maintained in a confidential and HIPAA-compliant manner at all times, and the Contractor must ensure that all health records are kept secure and intact.

Health records for inmates transferred to other facilities must be securely transferred to the receiving facility along with the inmate

At a minimum, the standardized health record shall contain the following information:

- a. Identifying information (i.e., inmate name, identification number, date of birth, gender)
- b. Master Problem list containing medical and mental health diagnoses and treatments as well as known allergies this list will be maintained in the front of the medical record;
- c. Completed intake/receiving screening form;
- d. Health assessment form;
- e. Progress (SOAP) notes of all significant findings, diagnoses, treatments and referrals;
- f. Provider orders;
- g. Signed Documentation that the ADA policy has been explained to the inmate
- h. Accommodations requested by and offered to inmates with special needs;
- i. Results of screenings and assessments and treatment plans developed to address substance abuse and addiction issues;
- j. Inmate requests for health services, including illnesses and injuries;
- k. Medication administration records;
- l. Reports of laboratory, radiology and other diagnostic studies;
- m. Informed consent and refusal forms;
- n. Release of information forms;
- o. Place, date and time of health encounters;
- p. The health providers name and title;
- q. Hospital reports and discharge summaries;
- r. Intra-system and inter-system transfer summaries;
- s. Specialized treatment plans and evidence of review and revision of treatment plans at regular and appropriate intervals;
- t. Consultation forms;
- u. Health Services reports;
- v. Immunization records, if applicable
- w. Inmate medical grievance forms;
- x. Documentation of all medical, dental and mental health services provided, whether from inside or outside the facility.
- y. Any assessment of suicide or self-harm risk, or assessment of special observation status;
- z. Documentation of discussion by the treatment team related to this inmate;

- aa. Documentation of any significant discussion or consultation of or by other medical or mental health professionals, family members, or specialty providers

A health record will be initiated during the inmate's first health encounter and shall contain complete and accurate records of health services provided during the individual's incarceration.

The Contractor must ensure that health records are kept current. Each encounter between a health care provider and an inmate must be documented in the health record by the end of each staff shift to ensure that the providers coming onto the next shift are aware of the medical status of any inmate treated during the prior shift.

The health records of discharged inmates will be maintained in accordance with the laws of the State of Georgia and policies of the CCDC. Pre-existing health records will be incorporated into the new health record upon an inmate's return to CCDC from both the community as well as from out of state facilities.

An inmate's health record will be available for reference during health and mental health encounters. Documentation will be in the SOAP format, legible and completed with the date, time and place of the encounter, and will have the provider's name, inmate's name, and date on each page that is used. The health provider's signature and title will be recorded for each encounter.

Each form and document in the health record shall contain identification information including the inmate's name, race, sex, date of birth, personal identification number, and the name of the facility presently maintaining the inmate's health record on each page.

All outside health services, such as laboratory results, or physician consultation reports, will be filed as part of each inmate's permanent health record. CCDC would like to retain the existing electronic health record. At a minimum, contractors must commit to working with the existing EMR. Offerors should describe their e- record systems. In the event that a system of electronic mental health record keeping is instituted by the contractor in coordination with DOC, the Contractor will insure that all staff members are trained to use this system appropriately within 60 days of the initial implementation.

## **8.0 Medication Distribution**

### **NCCHC J-D-02**

The Contractor shall maintain a medication administration system with written policies and procedures that meets the needs of CCDC and is in compliance with

NCCHC, local, state and federal guidelines as well as within the scope of practice for various healthcare personnel.

1. The prescription, dispensing and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed/certified health care personnel. Patient specific medication labeling, dispensing and distribution methods shall be utilized. The Contractor shall maintain monthly reports on all controlled substances including MARS and shift counts shall be submitted monthly.
2. All proposals must acknowledge that pre-pouring medications is not acceptable, is considered an unsafe practice and leads to medication errors. All proposals will outline the training that will occur to all medication staff to ensure pre-pouring does not occur. Medication administration records will be completed at the housing units at the time each medication is given. Completing medication documentation at the end of a medication pass is an unsafe practice. Proposals will outline in detail the training that will occur to medication administration staff to ensure that appropriate documentation occurs at the time the medication is passed.
3. Inmates not receiving medication(s) for any reason shall be documented including but not limited to inmate refusal(s). The Contractor shall notify the shift commander immediately in the event any inmate does not receive three consecutive doses of prescribed medication via standard facility incident report. Additionally, Contractor policies and procedures must specify what actions are to be taken when an inmate has refused medication three consecutive times.
4. The Contractor shall immediately attempt to verify reports of medications prescribed for inmates by qualified medical personnel outside of the Facility. Upon confirming subjects' authorization or stabilization on such medications, regardless of the availability in the Contractor's formulary, such shall be supplied to the inmate(s) provided the Medical Director finds no cause to deny. While the County cannot and will not dictate the practice of medicine to mental health professionals, it does strongly caution the mental health provider against abruptly changing medications when it is documented an inmate has an established medication regimen, as the provider will be held accountable for any deterioration in the inmate's mental health status and any adverse reactions experienced as a result in such medication changes. Any cause to delay medications shall be documented fully. The psychotropic medications may substitute the actual medication for medication available in the Contractor's formulary provided the medication is approved by the appropriate medical professional.
5. Medications for life threatening or serious chronic care or mental illnesses will not be delayed upon admission. All efforts will be made by the Contractor to verify current medications within six hours after presentation to medical staff and within normal business hours of 0800-1600, seven days per week for serious medical or psychiatric conditions, or within 24 hours for all other conditions. Verification of medication shall be done by GracHIE, inmate

medical history, contacting the treating physician, pharmacy, or family members. Medications will be obtained immediately and administered as clinically warranted until the appropriate referral can be made. Arrangements with a local pharmacy must be provided to ensure availability of emergency drugs on a 24/7 basis. While the County cannot and will not dictate the practice of medicine to mental health professionals, it does strongly caution the mental health provider against abruptly changing medications when it is documented an inmate has an established medication regimen, as the provider will be held accountable for any deterioration in the inmate's mental health status and any adverse reactions experienced as a result in such medication changes.

6. The Contractor shall supply a 14 day supply of medication(s) prescribed to inmate(s) with chronic diseases (as well as all prescribed psychotropic medications) enrolled in a treatment court; such shall be dispensed to inmates upon release from the CCDC. To facilitate this requirement, the custody records unit must forward notices to the Contractor in order to be notified upon inmate(s) release(s).
7. In the event of inmate(s) identified as being involved in the abuse of medications (e.g., hoarding, passing, etc.), liquid forms of essential medications shall be utilized as available.
8. The Contractor shall remain compliant with CCDC policies and procedures regarding the "bringing in" to the facility any "personal" medications for inmates (e.g., requiring searching, documenting, etc.). Unused portions of personal medications (e.g., brought in by family members, by inmates on admission, etc.) held by the Contractor shall be promptly returned to inmates upon discharge.

#### 9. Discharge / Reentry Services

#### NCCHC J-E-13

The Contractor shall provide reentry coordination activities to allow for expanded interactions with providers of services in the community that can facilitate care continuity upon their release by ensuring that their significant health needs are met. The Contractor will cooperate with any community liaison or case managers, with the appropriately signed consent of the inmate, to plan for community housing, physical and behavioral health care services and so forth.

- a. A minimum of a 7 day prescription for medications must be provided to inmates at the time of discharge to the community to allow time for the inmate to obtain follow-up appointments and other community resources such as shelters, soup kitchen and indigent health care clinics.
- b. A minimum of a 7 day supply of medication will be provided to inmates upon release with any chronic health conditions where the lack of medication will likely lead to deteriorating health.



- c. A minimum of 7 days medication will be provided to inmates deemed mentally ill on drugs for the treatment of that mental illness.
- d. The Contractor shall conduct reviews of medical files/charts of all inmates discharged, transferred or released from the CCDC to ensure key documents are properly placed in each discharged inmate's medical file, and the completing of a summary sheet to document key pieces of information (i.e., medication regime, chronic care clinic status, etc.) to enhance the continuity of care in the case of recidivism and the medical record electronic archival system.
- e. The Contractor shall prepare a Transfer Summary for any inmate transferred to another facility, one copy of which will accompany the inmate and another copy of which shall be filed in the inmate's permanent medical record. Should an inmate be transferred without healthcare staff notification, health care personnel will complete the Transfer Summary and fax it to the receiving institution.

## **9.0 Administrative Services**

### **A. Health Care Operations Schedules**

Schedules for all medical operations (e.g., medication distribution, sick call, dental, etc.) are subject to the approval of the Sheriff. Efforts shall be made to accommodate goals of efficient use of employees while giving appropriate consideration/priority to the CCDC's operational and security concerns.

#### **a. Meetings NCCHC J-A-04**

- i. Medical Advisory Committee. The Contractor's key staff shall be required to meet with the Sheriff (or designee) and members of the CCDC staff on a monthly basis to review the health care service program and contract compliance issues as well as any other issues that impact the delivery of health care services at the CCDC. Meeting minutes will be generated and systematically maintained and provided to the Sheriff/designee and the County, upon request.
- ii. The Contractor shall hold staff meetings on at least a monthly basis and make copies of meeting minutes available to all health care personnel, the Sheriff/designee and the County at the County's request. The Contractor shall be required to submit a monthly statistical report at the Medical Advisory Committee meeting of each month to the Sheriff/designee and the County. This report should summarize the health care services provided during the previous month. Other reports will be provided and other meetings held as requested by the Sheriff/designee.



- iii. Pharmacy and Therapeutics. The Contractor shall establish a Pharmacy and Therapeutics Committee which shall meet at least quarterly. The Committee shall consist of staff prescriber(s), a neutral outside prescriber, a consumer and other relevant entities. The purpose of this Committee is to provide general oversight of all aspects of drug therapy in the institution.

#### **B. MAG/NCCHC Accreditation**

The Contractor shall maintain the current Medical Association of Georgia (MAG) Accreditation and obtain National Commission on Correctional Health Care Accreditation

#### **C. Policy and Procedures**

#### **NCCHC J\_A\_05**

- a. The Contractor will have at a minimum, generic operational policies and procedures in place on the day of contract start-up. All policies and procedures will become site specific within 90-days of start-up. The County will review all policies and procedures prior to submission for the Policy & Compliance Officer, and Sheriff's approval and signature. Health Care policies and procedures will be detail-oriented the point where a new hire can follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of MAG, NCCHC, ACA and any applicable laws. The policy and procedure manual shall be reviewed and revised annually and shall be consistent with the policies and procedures promulgated by the CCDC.
- b. The Contractor may also be asked to assist in the preparation of the CCDC's policy and procedures, inmate hand book, and various other documents and reports as necessary and/or as requested.
- c. The Sheriff or County will request changes to the Contractor's policies and procedures as deemed necessary. There shall be no conflict between health care policies and custody policies. Compliance with both CCDC and Contractor's policies and procedures will be monitored through CQI reporting and through scheduled and unscheduled monitoring and auditing by CCDC staff or external private contractor(s).

#### **D. Quality Improvement**

Contractor shall implement a continuous quality improvement program (CQI), as set forth in NCCHC Standard J-A-06 2014).

The comprehensive CQI program shall contain the following components:

- Risk Management;
- Infection Control;
- Utilization of Services and Cost Containment;
- Inmate Grievances;
- Quality Monitoring and
- Chronic Disease management and Continuity of care

The Contractor shall perform quality assurance measurements, compile reports, and monitor compliance with the CQI program and the contract. The format of reports generated for the CCDC will be subject to approval of the Sheriff/designee and the County.

- a) Quality of medical services shall be assured through a variety of review systems including Medical Advisory Committee (MAC), Continuous Quality Improvement (CQI), monthly CCDC staff meetings, periodic auditing by County and/or third party auditors (e.g., contracted agencies MAG, CCDC., NCCHC, etc.).
- b) The Contractor's Medical Director will chair the meetings and determine the focus for each meeting/activity, and detail specifics of the program (e.g. assignment of studies to staff, minutes, agenda, overall coordination etc.). The County/designee will review the program on a quarterly basis and make recommendations as necessary.
- c) The multi-disciplinary CQI committee is also responsible for monitoring inmate health, the control and prevention of communicable diseases, and safety and sanitation in the facility environment. The primary purpose of the committee is to identify problems and opportunities for improvement, based upon the data collected in the monitoring process, including from inmate grievances. The Contractor shall develop a written Continuous Quality Improvement Manual that includes policies and procedures for all aspects of the CQI program. A copy of the manual shall be provided to the Sheriff/designee and the County thirty days prior to the start of service delivery under this contract. Updates to the manual shall be provided to the Sheriff/designee and the County on a quarterly basis thereafter. The Contractor's CQI manual will be used to provide in-service training to its staff.
- d) As an integral component of the CQI program, the Contractor shall participate in the CCDC's formalized grievance procedures in accordance with NCCHC J-A-11 and other applicable standards. CCDC policies/procedures shall govern the communication and resolution of inmate complaints related to the healthcare services.

#### **E. Monitoring/Tracking Costs of Care**

- a. The Contractor is responsible for establishing a review process in coordination with the Sheriff and the County to monitor inpatient stays on a daily basis to keep inpatient stays to a minimum number of days without sacrificing an inmate's health.

- b. The Vendor is also responsible for reviewing Emergency Department referrals and keeping such referrals to a minimum without sacrificing inmates' health.

#### **F. Emergency Response / Disaster Plan**

**NCCHC J\_A\_07**

The Contractor shall develop a written Emergency Response and Disaster Plan approved by the Contractor's Medical Director, Health Services Administrator and the Sheriff. This plan should also be informed by the local fire, law enforcement and military authorities, as deemed appropriate.

- a. The Contractor will have necessary equipment immediately available for on-site emergencies. The Contractor staff will be knowledgeable of and fully trained on emergency response as well as the location of response equipment. A checklist of said equipment shall be created and maintained to document preparedness.
- b. The Contractor shall also create and maintain a chest of appropriate medical supplies for mass disaster, and secure same in an agreed upon location within the facility. This chest will be inventoried quarterly with a provided to the Sheriff/designee. Meaningful man-down-drills and mass disaster drills may be practiced and documented, in accordance with the County's and applicable standards. All drills will be coordinated with the CCDC Training Unit.
- c. The Emergency Response Plan must delineate the responsibilities of health care staff, procedures for triaging problems and injuries, predetermination of site(s) of care, telephone numbers and procedures for contacting health care staff as well as the community response system (i.e., additional law enforcement, fire, coast guard, etc.), procedures for evacuating patients/inmates and alternative backups for each of the plans' elements
- d. Disaster Plan: The Contractor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the facility security plan and incorporated into the overall emergency plan and made known to all employees.

#### **G. Cooperation with Public Health**

The Contractor shall cooperate with any and all community public health officials and any inspections of the County facility. The Contractor shall comply with all disease reporting requirements as part of compliance with local and state laws.

#### **H. Off-site Care Transportation**

- a. Whenever one of the Contractor's licensed professional staff deems it necessary or appropriate in the interest of proper medical care that an inmate be transferred from the CCDC to a hospital, the County

shall be responsible to provide all non-ambulance transportation. The County shall further provide such vehicles and drivers as may be needed from time to time for non-ambulance emergency transportation in the event that the Contractor deems such emergency transportation to be necessary and appropriate.

- b. The County shall further provide such security as may be necessary in connection with such transportation.

## **I. Education Services**

### **I. Inmates**

- a. The Vendor shall implement a program of health education and promotion for inmates that complies with all applicable National Commission on Correctional Health (NCCHC) care Standards, the American Correctional Standards (ACA) for Adult Detention Local Detention.
- b. All new admissions shall receive education in the following area's but not limited to:
  - How to access medical treatment
  - Tuberculin Test
  - HIV Testing and Community Resources
  - Dealing with Stress
  - Infectious Diseases
  - Communicable Disease Prevention
  - Hygiene and Hand washing

### **II. Training for Custody Staff** **NCCHC J-C-04, J-G-06**

The Contractor shall provide and maintain a comprehensive program for continuing education for both Contractor's and CCDC staff.

- a. Basic health care training for all correctional officers, inmate services staff, and selected Contractor's staff shall be conducted by the Contractor on a quarterly basis at a minimum (or on an as-needed basis per direction of the Sheriff).
- b. The Contractor shall participate in curriculum development and presentation for pre-service orientation and annual in-service training.
- c. The duration of the respective training is to be determined based on need but all custody staff who work with inmates shall receive health related training at least every 2 years. The training program(s) shall include the following at a minimum:
  - First Aid
  - Recognizing the need for emergency care and intervention in life-threatening situations (e.g., heart attack)
  - Recognizing acute manifestations of chronic illnesses (e.g., asthma, seizures), intoxication and withdrawal, and adverse reactions to medications
  - Recognizing signs and symptoms of mental illness

- Procedures for suicide prevention
- Procedures for appropriate referral of inmates with health complications to health care staff
- Precautions and procedures with respect to infectious and communicable diseases
- Cardiopulmonary resuscitation

## **J. Ancillary Services**

### **a. Therapeutic Diets**

#### **NCCHC J-F-02**

The Contractor shall be responsible for ordering all medically necessary diets. CCDC has provided a diet menu which is designed to meet most requirements for a healthy and nutritious diet for the majority of inmates. The diet plan is written in a manner that should eliminate or substantially decrease the need for ordering additional 'special diets'. See appendix menu plan.

Special diets will be available to inmates when medically indicated and prescribed by a physician. The contractor staff should refrain from ordering unnecessary diets on the basis of inmate reports of "allergies". It is the expectation of the Sheriff that special diets including those based on "allergies" will only be ordered after careful review of the need. This review will include a face to face discussion with the inmate in which relevant past or present history can be obtained. Diets ordered pending medical review will not exceed 72 hours or 3 business days-at which time the medical provider must write an order.

In cases where a special diet is required the Contractor personnel will complete a Therapeutic Diet Order form and forward it to dietary services. The order will include the type of diet and the duration for which the diet is to be provided. The inmate's orientation to the therapeutic diet will be documented in the health record. In accordance with NCCHC standards, Contractor shall coordinate reviews by a registered dietitian of all cases for which a therapeutic diet has been ordered at least every six (6) months.

### **b. Prosthetics**

#### **NCCHC J-G-10**

The Contractor shall supply at its expense all medically necessary prosthetic devices including, but not limited to, eyeglasses and hearing aids. Contractor shall establish contracts with local prosthetic companies to provide prosthetic devices to inmates as medically indicated. The contract will require the company representative to make preliminary measurements and fittings on-site. Prosthetics will be chosen according to community standards and/or will conform to security requirements of the CCDC

### **c. Radiology**

#### **NCCHC J-D-04**

The Contractor shall ensure on-site diagnostic services that are registered, accredited, or otherwise meet applicable state and federal law. These diagnostic services shall require the following;

- a. The Contractor shall be responsible to provide on-site X-ray services at a minimum three times per week, or as frequently as required.
- b. Stat X-ray must be provided 24/7.
- c. On-site ultra sound must also be available as needed.
- d. All radiology reports shall be read and reviewed by a board-certified radiologist.
- e. The Contractor's site Medical Director or medical designee will review, initial and date all radiology reports
- f. All radiology reports must be documented and maintained in the inmate's medical record
- g. Contractor provider or an appropriate provider designee will follow-up with the inmate to discuss all results
- h. An RN may be used to provide the inmate with results of normal/routine x-rays but this should not replace follow-up with a medical provider
- i. A verbal notification of all positive findings will be communicated to the Medical Director or his/her designee within three working days, and
- j. This verbal notification is to be followed up with a written notice of findings within ten working days

**d. Laboratory**

**NCCHC J-D-04**

- e. The Contractor will provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The Contractor shall also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. The Contractor must contract with a reputable and accredited laboratory with specimen pick up 6-days (Monday- Saturday) per week. When the clinical need requires a more rapid analysis that presents exceptions to routine reporting guidelines, STAT laboratory tests are to be ordered due to clinical necessity of test result information. The Contractor's lab must provide stat services, which include specimen, pick up within one hour of notification, and/or a local lab testing facility within a reasonable driving distance from the CCDC to allow for more rapid turnaround time of the test results. The Contractor shall arrange a printer and a phone line at its expense to receive lab results electronically.

- f. No routine lab work shall be done via an emergency room; routine lab work shall be done on-site or via an outpatient facility at the Contractor's expense.

#### **K. Optometry/Ophthalmology**

The Contractor shall identify the need, schedule, and coordinate for the dispensing, evaluation, and services of an optometrist. Inmates requesting health services for visual problems will be evaluated using the Snellen eye chart by nursing personnel. Inmates requiring treatment and services beyond the scope of services offered on-site will be transported to specialists in the community. Inmates shall be eligible to receive follow-up eye exams every two years.

#### **L. Translation / Interpretation/ Assistive Devices**

The Contractor will be responsible for providing on-call translation services (in-person or technology based) for non-English speaking inmates to aid in the delivery of care. In addition, the Contractor will provide TTY services for inmates who are hearing impaired.

#### **M. Biohazardous Waste**

The Contractor shall ensure all biohazard waste is handled and disposed of in accordance with state and federal regulations governing biohazard waste. The Contractor shall also be responsible for all annual registrations with the Georgia Environmental Protection Agency (EPA) or other state and federal agencies as required.

#### **N. Equipment, Space and Utilities**

##### **a. Equipment**

- i. Existing County owned medical equipment is available for use by the Contractor; Contractor shall provide all medical and office equipment and supplies necessary to meet the standards of all applicable rules and regulations. This includes any equipment necessary to expand the number of sites (rooms) in which sick call or treatment is provided in an effort to speed services. Routine service due to normal wear & tear will be the responsibility of the Contractor. The County does not warranty any equipment as to suitability of serviceability.
- ii. Medical equipment purchased by the Contractor will remain the property of the County upon termination or conclusion of the contract. The Contractor should prorate the cost of new equipment over a five year period; if the Contractor is not renewed by the County for the remaining four years, the County will reimburse the Contractor for the remaining balance due on new equipment purchased as required. The County shall



be supplied with copies of all invoices for all medical equipment purchased.

- iii. Replacement of County or Contractor purchased equipment required as a result of abuse, theft or improper use will be the financial responsibility of the Contractor.
- iv. The Contractor shall be responsible for maintaining all equipment in proper working condition. This includes appearance as well as operational and sanitary standards. The Contractor shall be responsible for training their staff and County staff as required for the use of all equipment as applicable.
- v. The Contractor shall conduct inspection of facility first aid kits, and continuously provide all the necessary supplies (contents, seals, etc.). When first aid kits have been opened the Contractor will refill the kits with the required inventory and seal with an appropriate plastic tie.
- vi. The Contractor shall notify the Sheriff/designee before implementing any changes to equipment.
- vii. The County shall be responsible for computer systems, which are the property of the County.
- viii. Upon termination or expiration of the contract, the Contractor and CCDC staff shall conduct a physical inventory of all supplies and any capital equipment. At that time, the parties will reconcile all ownership issues according to the terms set forth above.

**b. Space**

- i. The County shall provide, at its sole expense, suitable office space within the CCDC for the use of Contractor's staff and independent licensed professionals.
- ii. The Contractor shall remain responsible for maintaining a high level of cleanliness in all medical service areas including the dental area, the clinic area, infirmary, the medical administrative areas, storage rooms and medical satellite units. In order to maintain sanitary conditions, the County shall supply support to the Contractor in the form of inmate labor (as scheduled/available within security related parameters) and limited cleaning supplies.

**c. Utilities**

- i. The County shall provide all utilities necessary for the performance of medical operations. The Contractor shall be responsible for insuring that facilities are operated in an energy efficient manner.
- ii. The County shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone and heat or air conditioning. However, the County shall be diligent in

restoring service following an interruption. The County shall not be liable for any product loss which may result from the interruption or failure of any such utility services (e.g., medication storage refrigerator becoming non-operational, etc.). The Contractor shall be responsible for the continuous operation of medical services regardless of utility disruption (though such may be curtailed or otherwise modified at the direction of the Sheriff).

- iii. The County shall provide telephone equipment and service without charge, to be used for institutional calls only. The Contractor shall be responsible for all other telephone services required, including but not limited to fax lines, long distance calls, and calls outside of the CCDC.

## **10.0 Personnel / Staffing**

### **A. Start-Up**

The Contractor must demonstrate the ability to provide a health care system specifically for the CCDC within thirty days of award, using a proven system of recruiting staff and adequate central office support staff capable of competently supervising and monitoring the operations of health care services within the CCDC. All employees of the Vendor must have, at the time of service delivery inception, all licenses and mandated continuing education certificates for the position held. This requirement also applies to personnel retained through staffing agencies. All Contractor personnel must complete the required CCDC clearance procedures.

### **B. Personnel Requirements**

#### **1. General**

- a. All personnel shall be licensed or certified in the State of Georgia. All Contractor personnel will be required to pass a criminal background check that will be completed at County expense before being allowed to provide services within the CCDC. Successful completion of a polygraph test is also a required.
- b. Initial and continued employment of Contractor's personnel is subject to the Sheriff's approval.
- c. Personnel files shall be maintained on site and be made available on request to the Sheriff/designee or the County/designee. A list including the names, licensure and dates of initial employment of all provider personnel shall be provided to the Sheriff. An updated list shall be provided as staff enter or leave the Contractor's workforce.
- d. All personnel shall be required to comply with current and future laws and regulations; court orders;
- e. CCDC rules, directives and policies and procedures; and applicable Standards.

## **2. Offering Current Employees Positions**

Exact on-site staff may not be known at the time of proposal submittal. The County requires the Contractor to interview and consider personnel currently employed by the CCDC's health care provider

The actual candidates for on-site Health Service Administrator and the Director of Nursing will require preapproval by the County. The right of first refusal will be given to the current Health Service Administrator and Director of Nursing, with request by and approval of the Sheriff.

Existing Contractor staff retained will not receive lower hourly wages than currently being earned. Existing staff retained will maintain their existing hire date for purposes of evaluation and merit increase. Existing staff retained will not be subjected to waiting periods for health insurance, 401k plans, leave employee stock options (if available) or similar types of benefits. Fringe benefits for existing staff shall be comparable to those currently being earned and begin immediately.

## **3. Confidentiality**

The Contractor's employees shall be allowed access to County files only as needed for their duties related to the contract and in accordance with the rules established by County. The provider shall establish policies for safeguarding the confidentiality of such data and may be civilly or criminally liable for unauthorized use or dissemination of confidential and/or privileged materials.

## **4. Professional Qualifications**

- a. All nursing personnel shall be certified in CPR, First-Aid and for use of AED devices. Nursing personnel shall also be trained in IV therapy to minimize hospitalizations for such purposes.
- b. An appropriately licensed and qualified physician appointed by the Contractor, and approved by the Sheriff or his designee, shall be designated as the Medical Director and responsible physician, and shall be delegated the responsibility for final medical judgments and for assuring the quality of the medical services provided to inmates.
- c. All mid-level practitioners, including Nurse Practitioners and Physician's Assistants, must be licensed and provide services within their Scope of Practice as defined by law.
- d. All nursing staff shall hold current licenses and in good standing with the Georgia Board of Nursing and provide services within their Scope of Practice.
- e. Other appropriate licensed health care personnel, dental and medical specialists shall be provided by the Contractor as needed. Medical specialists shall be utilized, as deemed appropriate by the providers; who shall initiate the referral. A list of any and all community health care

providers shall be maintained and subject to the approval of the Sheriff/designee.

- f. Verifiable licensure and certification documentation must be maintained on-site for all licensed Contractor health care professionals.

#### **5. County Not Satisfied**

- a. If the Sheriff/County should become dissatisfied with any health care personnel and/or health care provider contracted by the Contractor, the Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff/County of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom the Sheriff/County has expressed its dissatisfaction.
- b. Where possible, the Contractor shall be allowed a reasonable time prior to removal to find acceptable replacement. It is expected the Contractor will move quickly to terminate and remove any employee not deemed acceptable to the Sheriff/County without the Sheriff/County having to deny entry into the facility. Further, immediate discipline action is required for any offense which would routinely result in the discipline or termination of a correctional officer, including failure to report timely to document incidents or cooperate with an investigation.
- c. Due to the nature of the environment, and regardless of the above, the Sheriff may, with cause, and without advanced notice, withdraw the security clearance of any employee of the Contractor (thus prohibiting the employee's entry into the CCDC). Such employee must be replaced in accordance with the Staffing Plan.

#### **6. Uniform**

All health care staff on-site shall be appropriately uniformed in scrubs and display proper facility issued ID cards at all times. The only exceptions to the rule are the on-site H.S.A. and D.O.N. who should be professionally attired (when not providing clinical care) with facility ID displayed at all times. Security does not approve the wearing of keys around the neck on a lanyard. A pocket or other type of secure device should be provided with the uniform for those personnel carrying keys.

### **C. Positions**

#### **1. Written Job Descriptions**

The Contractor shall be required to have a written job description for each type of position it utilizes in providing the required services.

#### **2. Health Services Administrator**

The Contractor shall be required to have one full time Health Services Administrator position appointed by the Contractor and subject to the approval of the Sheriff. The

Health Services Administrator shall be responsible for the management of health services, staffing, the development of policy and procedures for ensuring that the delivery of services meets the requirements of the State of Georgia and all applicable standards. It is expected that the Health Services Administrator will be primarily focused on running the County's comprehensive inmate health services program and not become overly extended in completing corporate requests or reporting activities. The Health Services Administrator shall be available to the Sheriff either in person or by phone 24 hours per day, 7 days per week.

### **3. Director of Nursing (D.O.N)**

The Contractor shall be required to have a Director of Nursing appointed by the Contractor and subject to the approval of the Sheriff. The Director of Nursing shall be a Registered Nurse and function in a clinical capacity for at least four hours per work day and administratively for the remainder. It is expected that the Director of Nursing will be actively monitoring all components of the clinical operation and ensuring staff are fulfilling their responsibilities and duties. The Director of Nursing shall be responsible with the Health Service Administrator for staffing schedules; however, the Director of Nursing will not be used primarily to administratively schedule the nursing staff. The Director of Nursing will provide clinical coverage and operational oversight. It is expected that the Director of Nursing will mainly manage by touring the clinical operations.

### **4. Medical Director**

The Contractor shall be required to have a Medical Director who is the ultimate facility health authority that provides the clinical direction for all healthcare services described Attachment A Scope of Services. The Medical Director shall be appointed by the Contractor, subject to the approval of the Sheriff, and delegated the responsibility for final medical judgments and for assuring the quality of the health care services provided to inmates. The Medical Director shall be available to the Sheriff either in person or by phone 24 hours per day, 7 days per week.

### **5. Physicians**

The Contractor shall determine the appropriate mix of physician coverage to ensure that the demand for inmate health care is met.

### **6. Mid-Level Practitioners**

Certified Physician Assistants and Nurse Practitioners may practice within the limits of their national certification(s) and Georgia Practice Acts, providing that such practice(s) shall be consistent with State law and shall be authorized by the respective licensing boards.

## **7. Nursing Staff**

A Director of Nursing shall be hired/ appointed by the Contractor to be responsible for the oversight of nursing services. This position will report directly to the Health Services Administrator. All nursing services positions including Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants must be filled in sufficient numbers to deliver the services required in Section III: Scope of Services. A registered nurse must be on duty at all times.

## **8. Dental Staff**

A licensed Dentist must supervise any additional dental staff (assistants, hygienists) and also provide the primary dental care 40 hours per week.

## **9. Mental Health Staff**

A full-time licensed mental health professional shall be responsible for the clinical oversight of mental health services ensuring the implementation of evidence-based jail mental health services. This position will report directly to the Health Services Administrator. A sufficient number of mental health clinicians including Psychiatrist, Board Certified Psychiatric Nurse Practitioner or Physician Assistant who specialized in Mental Healthcare, Social Workers, etc. shall be hired to provide the mental health services required under Section III: Scope of Services.

## **10. Subcontractors**

While the County will allow for subcontracted health care work, all health care personnel will report to a single source of responsibility and accountability for all health care services. The County reserves the right to reject a subcontractor and request that the contractor identify a replacement subcontractor

## **D. Staffing Plan**

### **1. General Requirements**

- a.** The Contractor shall provide a staffing plan as part of its proposal for comprehensive healthcare services. The staffing plan will identify coverage requirements for all disciplines 24 hours per day, seven days per week to include weekend, holiday and on-call coverage by shift. This staffing plan must be sufficient to meet the workload requirements for the CCDC.
- b.** The Staffing Plan submitted with the Contractor's proposal is a key element of that proposal and will be carefully evaluated to determine its sufficiency to provide the services as set forth in the scope of work, whether it uses different levels/types of personnel within each discipline effectively and efficiently, and whether it sufficiently describes how relief will be provided when absences arise.



- c. Full staffing is essential to the successful execution of this health care contract. The successful Contractor will therefore be required to provide a Staffing Report with its monthly invoice that shows both the total number of hours required and the total number of onsite hours actually provided by position for the preceding month, including agency and per-diem coverage.
- d. The County does not ensure that the current staffing pattern or those required in these specifications or any contained in an approved proposal to be sufficient in order for the Contractor to carry out responsibilities as detailed herein. The Contractor shall retain latitude to adjust schedules and staffing patterns according to workloads and Facility/Medical Operations schedules and while maintaining bare minimums required herein. The Contractor shall be expected to maintain proposed staffing levels in these terms as a matter of contractual agreement.
- e. The following positions must be filled and services provided according to the bare minimum hours as indicated below:
  - i. Health Services Administrator - on-site 40 hours per week during week days
  - ii. Director of Nursing (RN) - on-site 40 hours per week.
  - iii. Physician/Medical Director - on-site 40 hours per week during weekdays and additional Physician, NP and/or PA hours - on-site as many hours per week, as necessary to provide continuous coverage 7 days per week from 9:00AM to 9:00 PM
  - iv. Dentist - on-site 30 hours per week, no longer than 72 hours between days.
  - v. Psychiatrist 30 hours per week with 10 hours being at night.
  - vi. Psychiatric PA or Nurse Practitioner 30 hours per week.
  - vii. Two RN's - a minimum of 24 hours per day, 7 days per week. One RN in the clinic and one RN in the admissions area. The Director of Nursing shall not be considered minimum staff as it relates to this requirement.
  - viii. Five full time LPC positions with one LPC assigned to Admissions
  - ix. Behavioral Health Specialist one full time position

The above staffing requirements are the minimum(s) the contractor shall provide, additional coverage will be needed:

- Additional RN hours as necessary
  - Additional LPN hours as necessary
  - Additional Medical Assistant hours as necessary
  - Additional Administrative Assistant hours as necessary
  - Additional Medical Records Clerk hours as necessary
  - Additional records/clerical hours as necessary
- f. The Contractor's proposal must contain a statement disavowing the use of any type of "non-compete" agreements with the personnel it assigns to the CCDC.



The Contractor shall provide a more detailed staffing matrix that identifies the total number of providers by type, function and shift.

## **2. Back Fill / Recruiting**

- a. Plans for back-filling staff absences and addressing workload backlogs must be described in detail.
- b. In order for a position to be considered staffed and filled, assigned personnel must be on the CCDC premises (unless otherwise approved by the Sheriff such as for training, etc.) and performing the duties commensurate with their job description(s) for their position/assignment. The Contractor shall describe its plans to back fill absences (scheduled or nonscheduled) and how it intends to respond immediately to backlogs and rapidly expanding staffing during population increases.
- c. Supervisory personnel (e.g. Health Services Administrator, Director of Nursing, etc.) shall work the number of hours required for their positions before filling hours in another position (e.g. filling in for an absent RN). Double counting of hours is prohibited i.e. a DON filling in for a staff RN cannot be counted toward both positions. The Contractor can be credited for hours when filling positions with higher level staff (e.g. filling an LPN position with an RN) but shall not be credited for hours when filling positions with lower level staff (e.g. filling an RN position with an LPN).
- d. Per diem, part-time agency or contract personnel may be used to substitute for Contractor's personnel on an occasional basis. Such staff must be preapproved by the Sheriff/County with respect to requirements for background checks, training, drug testing, orientation, etc. Contractor shall not use any such personnel outlined in this paragraph before sufficient training occurs on the policies and procedures of CCDC.
- e. It is the intent of this contract that the Contractor must, at all levels of management, manage the work load and avoid, or take immediate action to eliminate any backlog without the necessity of intervention on the part of the County. Requiring such intervention by County will be considered grounds for possible termination of the contract.
- f. The Contractor shall designate an administrator, physician, psychiatrist, and dentist on call 24 hours per day, seven days per week. The Contractor shall provide the Sheriff with monthly on-call schedules in advance of the first day of each month. The Sheriff shall be given the contact information of key clinicians and administrative personnel, including home and cellular telephone numbers.
- g. The Contractor shall make provisions for the callback of sufficient physicians, nurses, and other support staff to meet the needs of any lockdown, emergency, or mass casualty situation.

## **3. Schedules**

- a. The Contractor may propose alternative work schedules. Any alternative work schedule must include minimum staffing levels that will be subject to the approval of the Sheriff and the County.

- b. The Contractor staff shall use the County's time keeping system for all on-site health care employees. All staff shall comply with the County's time keeping policy and procedures and swipe in and out timely on each shift. The Sheriff/County shall review a monthly staffing report from the County's time keeping system to review the required staffing positions and hours worked.
- c. This system shall be utilized by the County to ensure contract compliance for all positions with hourly mandates.

#### **E. Compliance with Security Requirements, Rules and Regulations**

The Contractor and its employees, contractors and subcontractors shall comply with all facility security requirements, rules and regulations.

##### **1. Background Checks and Polygraphs**

All on-site staff, including subcontracted staff, shall have security background checks performed by the Sheriff. In addition, the Sheriff requires that all personnel working with direct inmate contact successfully complete a polygraph examination.

##### **2. Orientation**

All on-site staff, including full-time, part-time, medical staff and vendors shall be required to complete an institutional security orientation provided by CCDC prior to starting/providing any service and annual updates as required by CCDC. The start-up team shall also receive security orientation prior to start-up. Specialists or Contractors providing limited on-site service hours shall still be required to complete an abbreviated orientation, on a case-by-case basis. The number of hours and topics covered during Orientation shall meet CCDC, NCCHC and all applicable standards and policies and procedures

##### **3. Unscheduled Checks and Searches**

All on-site staff, including Contractor staff shall be subject to periodic and/or unscheduled background checks, and vehicle/property searches throughout the contract period.

##### **4. Drug Screening**

All regular full-time and part-time Contractor on-site staff shall be screened for illegal substances according to the CCDC Sheriff's Office random and reasonable cause testing policy, at the County's expense. Any positive results will require immediate and permanent removal from the County worksite. The Contractor shall be responsible for backfill to ensure no lapse in coverage occurs.

##### **5. Securing Equipment, Instruments and Health Care Spaces**

All on-site staff shall properly maintain and secure all instruments, equipment and space within the facilities at all times according to the CCDC policies and procedures. Missing equipment, supplies, or medications shall be reported to the Shift Commander immediately with no delay.

#### **11.0 Health IT Infrastructure Overview**

The Health IT infrastructure and many jail IT systems are essential for the delivery of health care within the facility. Chatham County Detention Center employs an Electronic Health Record to assist in the delivery of health care within the CCDC. The EHR is Fusion-GE Centricity which has been modified for the correctional market. The EHR interfaces with the jail management system, Phoenix, developed and maintained by Chatham County. The EHR also interfaces with a pharmacy system ServeRX belonging to the local pharmacy, QuickRX. ServeRX transmits the orders to the 3AM Technologies electronic medical administration record (EMAR) for dispensing of pharmaceuticals within the CCDC housing units and the infirmary. Providers have access to all health records uploaded to Georgia Regional Academic Community Health Information Exchange (GRACHIE). Most of the health providers within Chatham County (including the CCDC's provider and Gateway the local mental health provider) upload health data into the GRACHIE. GRACHIE is implemented using Cerner HIE technology. For detainees to request medical attention there is a sick call kiosk system which is also used by the commissary. This system is manufactured by Oasis Inmate Commissary Services, Inc.

In addition to the IT infrastructure specifically for the delivery of health care, there exists public safety systems that have implications for the health of the detainees. This includes a system that monitors where a person is within the booking process. An HDTV screen within receiving and discharge displays the status of each individual. If a person has not yet had their 4-hour health screening within 3 hours, their name begins to flash to warn health providers and correctional officers. Also, the CCDC monitors high risk detainees using Guard1 Plus system. Guard1 Plus consists of both a metallic sensor shaped like a button installed outside of cells where observation is critical and a baton that correctional officers carry which verifies observations by coming into contact with the button sensor. The baton tracks the time of observation and from a predefined list the correctional officer can specify what is observed. The observations are uploaded into the Guard1 Plus database when the baton is placed into its handset.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and,

further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the general requirements and scope of services outlined in Attachment A and agree to be bound by the provisions of the same. **EXCEPTIONS:** Any exceptions to any of the requirements in this document listed on an attachment clearly marked "EXCEPTIONS."

This is to certify that I, the undersigned Proposer, agree to be bound by the provisions of Attachment A and all other requirement of the RFP.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
E-MAIL ADDRESS

**SECTION IV  
PRICING DATA**

- 4.1 All proposals must contain a specific price per year for a base average daily population of 1800 inmates for all medical care rendered under the contract. It is acceptable if the Provider wishes to state one price per year for the first year of the contract and another for the second and third years. After year three, the County is requesting a maximum percentage cap which the Contractor will not exceed. If proposal has factors that affect pricing, those should be listed and the cost explained in full detail.
- 4.2 The proposer will be responsible for psychotropic medication costs. Submit your base proposal price with the provision for psychotropic medications. The proposal can be a flat rate for all medication or a for a cost sharing arrangement for pharmacy cost so long as the proposal includes a minimum allowance for such events prior to the cost sharing provision being triggered.
- 4.3 The County will only consider proposals for full risk catastrophic coverage or for a cost sharing arrangement for catastrophic events so long as the proposal includes a minimum allowance for such events prior to the cost sharing provision being triggered.
- 4.4 Please note the following in regards to catastrophic care:
- 4.4.1 – Pre-commitment (before acceptance into pre-booking) injuries that require hospitalization are the responsibility of the arresting agency until they are discharged and then taken to the complex and accepted. Inmates arrested by the Sheriff's Office are the Medical contract provider's responsibility since they are considered an inmate the moment they are arrested by our agency. Any pre-existing illness or injury will always be the medical contract provider's responsibility after incarceration.
- 4.4.2 - Any catastrophic medical care provided to an inmate is the responsibility of the medical contract provider no matter the number of inmates involved or as otherwise proposed in a cost sharing agreement.
- 4.4.3 – Catastrophic medical care for a common/contagious disease is the medical contract providers responsibility no matter the number (one or more) of inmates involved or as otherwise proposed in a cost sharing agreement.

**SECTION V  
COST PROPOSAL**

**The undersigned agrees to furnish all requirements of the contract for the following amounts, specifically outlining how the price of pharmacy, catastrophic care and inmate population are addressed:**

**YEAR ONE**

Annual Base Cost for 1800 ADP \$ \_\_\_\_\_yr

**YEAR TWO**

Annual Base Cost for 1800 ADP \$ \_\_\_\_\_yr

**YEAR THREE**

Annual Base Cost for 1800 ADP \$ \_\_\_\_\_yr

Maximum cap for future year increases \_\_\_\_\_%

(Must be approved, not automatic)

Number of Proposed Full Time Employees \_\_\_\_\_

Additional Cost for Providing PPD Testing for Sheriff Department Employees

\$ \_\_\_\_\_ per employee

This\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BY:\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
EMAIL



**ATTACHMENT "A"**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as INMATE HEALTHCARE SERVICES pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NOTARY:

\_\_\_\_\_  
DATE:

**ATTACHMENT "B"**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presents, that I (We), \_\_\_\_\_,  
Name

\_\_\_\_\_, \_\_\_\_\_  
Title Name of Bidder  
(herein after "Company") in consideration of the privilege to bid/or propose on the following  
Chatham County project procurement **(ANNUAL CONTRACT FOR INMATE  
HEALTHCARE SERVICES)**, hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the proposal submitted to Chatham County or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT C**

### **DISCLOSURE OF RESPONSIBILITY STATEMENT**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.  

---
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.  

---
3. List any convictions or civil judgments under states or federal antitrust statutes.  

---
4. List any violations of contract provisions such as knowingly (without good cause) to perform or unsatisfactory performance, in accordance with the specifications of a contract.  

---
5. List any prior suspensions or debarments by any governmental agency.  

---
6. List any contracts not completed on time.  

---
7. List any penalties imposed for time delays and/or quality of materials and workmanship.  

---
8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.  

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that

Company Name \_\_\_\_\_

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Resident State: \_\_\_\_\_

**DPC Form #45**

**ATTACHMENT D****Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 20\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State) \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT E**

***Systematic Alien Verification for Entitlements (SAVE)***

***Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for a Chatham County contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Applicant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

\* \_\_\_\_\_  
Alien Registration number for non-citizens.



**ATTACHMENT F**

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, Chatham County City of Savannah, Board of Education of local municipality. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Proposer must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification – the above information is true and complete to the best of my knowledge and belief.

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

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**END OF DOCUMENT Mod. CC P & C 6/2005**

**ATTACHMENT G**

**Chatham County**  
**Minority and Women Business Enterprise Program**  
**M/WBE Participation Report**

Name of Proposer: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Proposal No: \_\_\_\_\_

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total \_\_\_\_\_%    WBE Total \_\_\_\_\_%    M/WBE Combined \_\_\_\_\_%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature \_\_\_\_\_ Print \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

## ATTACHMENT H

# AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder/Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that they will have no contact with any public official after February 23, 2018 until award of the contract for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date \_\_\_\_\_

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires:

My Commission expires:

Resident State: